

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR
STONELAKE AT RIVERS'S BEND**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR STONELAKE AT RIVERS'S BEND ("First Amendment") is made this ____ day of January, 2011, by the Declarant, STONE LAKE, LLC, an Ohio limited liability company.

RECITALS

- A. Stone Lake, LLC ("Declarant") is the owner of vacant lots in the subdivision known as Stone Lake at River's Bend, located on the north side of Sunny Lane, east of Lebanon Road and State Route 48, Hamilton Township, Warren County, Ohio (the "Subdivision"). The Subdivision is more accurately described in the legal description attached hereto as Exhibit A.
- B. Declarant is the record owner of 53 lots in the Subdivision by virtue of that certain Assignment of Interest Agreement dated January 29, 2010, between Declarant and Lifestyle Communities by Miller-Valentine at Stonelake LLC, and by virtue of that certain Limited Warranty Deed recorded on December 30, 2010, in Official Record Volume 5243 Page 597.
- C. The Subdivision is subject to that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Stonelake at River's Bend recorded December 14, 2007, in Official Record Volume 4592, Page 387 of the Warren County, Ohio Records (the "Declaration").
- D. Declarant now desires to amend the Declaration in accordance with the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals and definitions are hereby incorporated into and made a part of this First Amendment, as though restated and set forth verbatim in this Section 1.
2. **Authority to Amend.** Pursuant to Section 16.2 of the Declaration, Declarant has the authority to amend the Declaration. Declarant is the record fee owner of 53 vacant lots, which constitutes more than 67% of the total number of lots in the Subdivision. Further, the Subdivision is still within the Development Period, as such term is defined in the Declaration.
3. **Amendment to Article 4.2.** Subsections (b), (c) and (e) of Article 4.2 shall be amended to state as follows:
 - “(b) this subsection (b) has been intentionally deleted;”
 - “(c) the cost of snow pushing for the Private Roadway as necessary in the Association’s sole, reasonable discretion;”
 - “(e) mowing, edging and fertilization of all grass in the Common Areas; the cost of spring time mulching of landscape beds in Common Areas;”
4. **Amendment to Article 7.4.** Subsection (i) of Article 7.4 shall be amended to state as follows:
 - “(i) **Shoreline.** The shoreline of the Common Area Lakes shall be maintained in a neat, clean and attractive appearance by the Owner of the Lot upon which the shoreline is located. Additionally, without the prior written consent of the Association, no one shall alter the shoreline in any way which shall cause or contribute to the erosion, deterioration or degradation of the Common Area Lakes’ perimeter or affect the size or water level of the Common Area Lakes, or alter the grade of the adjacent land so as to affect drainage into or out of the Common Area Lakes. In the event any Owner upon which the shoreline is located either fails to maintain the shoreline as described in this subsection (i), or said Owner alters, contracts for the alteration of or permits in any way the alteration of the shoreline in any manner that violates this subsection (i), the Association may enter in to maintain, repair, replace or restore the shoreline and may assess any costs incurred by the Association against said Owner as an Individual Assessment.”
5. **Amendment to Article 8.1.** Subsections (c), (d), (e) and (i) of Article 8.1 shall be amended to state as follows:
 - “(c) this subsection (c) has been intentionally deleted;”
 - “(d) this subsection (d) has been intentionally deleted;”
 - “(e) this subsection (e) has been intentionally deleted;”

“(i) the obligation of the Association to repair, maintain and replace the Private Driveway, parking located in front of the community center, and landscaping in Common Areas (except for the replacement of grass, which shall be the responsibility of either the Village of South Lebanon or Warren County, Ohio, depending on which entity has performed the maintenance) in the event the Village of South Lebanon performs certain maintenance to the sanitary sewer lines which service the Property or in the event Warren County, Ohio performs certain maintenance to the water lines which service the Property, except any damage caused by the gross negligence or willful misconduct of the Village of South Lebanon and/or Warren County, Ohio;”

6. **Amendment to Article 8.2.** Subsection (c) of Article 8.2 shall be amended to state as follows:

“(c) landscaping, shrubs and trees installed by the Declarant and located on a Unit Owner’s Lot;”

Article 8.2 of the Declaration is hereby further amended to include additional subsections (f), (g), and (h), which shall state as follows:

“(f) each Owner shall be responsible for the mowing and cutting of all grass and lawns, and the mulching and upkeep of all landscaping beds located within any Lot owned by the Lot Owner;”

“(g) each Owner shall be responsible for maintenance, repair and replacement of any landscaping, shrubs and/or trees located within any Lot owned by the Lot Owner;”

“(h) each Owner shall be responsible for the snow pushing for all private driveways, sidewalks and service walks within any Lot owned by the Lot Owner.”

7. **Amendment to Article 9.5.** Article 9.5 of the Declaration is hereby amended and shall state as follows:

“Maintenance and Management of Common Areas and Yards. The Board shall provide for the management of all Common Areas, and shall keep all Common Areas in such maintenance, repair and appearance as shall comply with the Maintenance Standards. In addition, the Board shall provide for the maintenance and upkeep of all yards, lawns, trees, grass and landscape areas, shrubs and fences which are part of the Common Areas. The Board shall also be responsible for the maintenance of all other Common Areas as provided for herein. The Board may fulfill this responsibility by contracting with any professional management company (including, without limitation, Declarant or an affiliate or associate of the Declarant) (hereinafter “Manager”) for the

management, maintenance and repair of the Common Areas upon such terms and conditions, including terms as to reasonable compensation, as shall be agreed upon by the Association and the Manager. Declarant reserves the right, at any time during the Development Period, to execute a management contract with a Manager whereby such Manager will assume the management, on behalf of the Association, of the Common Areas for an agreed upon management fee. Notwithstanding the foregoing any such contract with Declarant, or an affiliate or associate of the Declarant, shall not exceed one (1) year in duration. The Owner of any Lot shall be responsible to maintain the Lot in strict accordance with the Maintenance Standards, including, but not limited to, the mowing, cutting of all grass and lawns located on the Lot, the mulching of all landscaping beds located on the Lot, and the snow pushing of all driveways, sidewalks and service walks on the Lot.”

8. **Certification of Homeowners’ Association.** Pursuant to Article 16.2 of the Declaration, the President of the Stone Lake at River’s Bend Homeowners’ Association, Inc. (the “Association”) hereby certifies and attests to the fact that the Subdivision is within the Development Period and that Declarant is the record fee owner of at least 67% of the Lots within the Subdivision.

IN WITNESS WHEREOF, Declarant and the Association have caused this First Amendment to be executed effective as of the date first written above.

“Declarant”

STONE LAKE, LLC
an Ohio limited liability company

By: its Manager:

CESO MANAGEMENT, LLC,
an Ohio limited liability company

“Association”

STONELAKE AT RIVER’S BEND
HOMEOWNERS’ ASSOCIATION, INC.,
an Ohio non-profit corporation

By: _____
Lance F. Oakes, President

By: _____
Lance F. Oakes, Manager

STATE OF OHIO :
 :ss
COUNTY OF WARREN :

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this ____ day of January, 2011, by Lance F. Oakes, the Manager of CESO Management, LLC, an Ohio limited liability company, on behalf of the company.

Notary Public
My Commission Expires: _____

STATE OF OHIO :
 :ss
COUNTY OF WARREN :

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this ____ day of January, 2011, by Lance F. Oakes, the President of Stonelake at River's Bend Homeowners' Association, Inc. on behalf of the corporation.

Notary Public
My Commission Expires: _____

This Instrument Prepared By:
Benjamin J. Helwig, Esq.
Taft Stettinius & Hollister LLP
40 North Main Street, Suite 1700
Dayton, Ohio 45423
937.228.2838

80456960

Exhibit A
Legal Description

TRANSFERRED

NOT NECESSARY
AUG 03 2011

SEC. 319.902 COMPLIED WITH
NICK NELSON, Auditor
WARREN COUNTY, OHIO

NL

BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 831658 Type: AMEND DECLR
Filed: 8/03/2011 12:58:56 \$ 72.00
OR Volume: 5355 Page: 527 Return: M
Rec#: 11567 Pages: 5
CESO

5/18

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR
STONELAKE AT RIVERS'S BEND**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR STONELAKE AT RIVERS'S BEND ("Second Amendment") is made this 2nd day of August, 2011, by the Declarant, STONE LAKE, LLC, an Ohio limited liability company.

RECITALS

- A. Stone Lake, LLC ("Declarant") is the owner of vacant lots in the subdivision known as Stone Lake at River's Bend, located on the north side of Sunny Lane, east of Lebanon Road and State Route 48, Hamilton Township, Warren County, Ohio (the "Subdivision"). The Subdivision is more accurately described in the legal description attached hereto as Exhibit A.
- B. Declarant is the record owner of 49 lots in the Subdivision by virtue of that certain Assignment of Interest Agreement dated January 29, 2010, between Declarant and Lifestyle Communities by Miller-Valentine at Stonelake LLC, and by virtue of that certain Limited Warranty Deed recorded on December 30, 2010, in Official Record Volume 5243 Page 597.
- C. The Subdivision is subject to that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Stonelake at River's Bend recorded December 14, 2007, in Official Record Volume 4592, Page 387 of the Warren County, Ohio Records (the "Declaration").
- D. The Declaration was subsequently amended by that certain First Amendment to Declaration, recorded April 15, 2011 of the Official Records of Warren County Official Record Volume Vol. 5302 Page 7 (the "Prior Amendment").
- E. Declarant now desires to amend the Declaration in accordance with the terms and conditions set forth below.

BOOK 5355 PAGE 527

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals and definitions are hereby incorporated into and made a part of this Second Amendment, as though restated and set forth verbatim in this Section
2. **Authority to Amend.** Pursuant to Section 16.2 of the Declaration, Declarant has the authority to amend the Declaration. Declarant is the record fee owner of 49 vacant lots, which constitutes more than 67% of the total number of lots in the Subdivision. Further, the Subdivision is still within the Development Period, as such term is defined in the Declaration.
3. **Amendment to Article 7.2** Subsections (s) and (t) of Article 7.2 shall be amended to state as follows:

Subsection (s) Fencing. Fences may be permitted consistent with the following guidelines subject to the approval of the Board in accordance with Article 6:

- (a) No fence or any portion thereof may be installed on that part of any Lot that is closer to the street than the primary rear wall of the residence on the Lot (i.e. fences are permitted only in the rear of the residence); no fence shall be permitted to extend beyond the rear plane of the house.
- (b) Fences shall be of vinyl material, decorative aluminum or wrought iron; no wooden or aluminum chain link type fences will be permitted.
- (c) Fences shall be up to 72 inches in height from the initial grade of the Lot and shall be of picket type so that there is spacing between pickets or split rail type consisting of three (3) rails. i.e. no stockade, shadow box etc.
- (d) All fence posts shall be positioned on the inside of the fence for all types of fencing.
- (e) All corner Lots are classified as "double fronting" Lots and shall adhere to the minimum building setback requirements and shall not extend beyond the side/rear house plane.
- (f) No fence shall obstruct the flow of stormwater.
- (g) Privacy fences may only be constructed around the perimeter of a patio / deck
- (h) In addition to the regulations set forth above it is the obligation of the Owner to adhere to any Township, City or County building requirements prior to construction.

Declarant shall be permitted to restrict fencing on future recorded Lots by amending this declaration.

Subsection (t) Structures: Except as otherwise provided herein, in the Rules and Regulations or which is part of the initial construction of Dwelling Units and accessory Structures by the Builder and the Common Areas by the Declarant, no structures shall be permitted on any lot unless approved by the Board.

- i. Secondary Buildings: No structure of a temporary character and no secondary building, trailer, mobile home, tent, shack, shed, barn, or outbuilding shall be permanently or temporarily erected, maintained, or installed on any lot at any time.
- ii. Play Equipment: Swing sets, jungle-gyms, playhouses or similar yard equipment located in/on any Lot must be maintained in safe and good condition. Play sets shall be of semi-permanent nature and the structure shall be constructed of wood. Absolutely no metal or plastic structured playground equipment, trampolines, etc. will be permitted. No play sets shall be permitted in the front yards of any homes and must be located as not to infringe on any rear yard setbacks.

4. **Certification of Homeowners' Association.** Pursuant to Article 16.2 of the Declaration, the President of the Stone Lake at River's Bend Homeowners' Association, Inc. (the "Association") hereby certifies and attests to the fact that the Subdivision is within the Development Period and that Declarant is the record fee owner of at least 67% of the Lots within the Subdivision.

[This portion intentionally left blank]
[Signature Page to follow immediately after]

IN WITNESS WHEREOF, Declarant and the Association have caused this Second Amendment to be executed effective as of the date first written above.

"Declarant"

STONE LAKE, LLC
an Ohio limited liability company

By: its Manager:

CESO MANAGEMENT, LLC,
an Ohio limited liability company

By: [Signature]
David C. Oakes, Manager

"Association"

STONELAKE AT RIVER'S BEND
HOMEOWNERS' ASSOCIATION, INC.,
an Ohio non-profit corporation

By: [Signature]
Lance F. Oakes, President

STATE OF OHIO :
:SS
COUNTY OF Montgomery :

BE IT REMEMBERED, that the ^{August} foregoing instrument was acknowledged before me, a notary public in and for said state, this 1st day of ~~March~~, 2011, by David C. Oakes, the Manager of CESO Management, LLC, an Ohio limited liability company, on behalf of the company.

[Signature]
Notary Public
My Commission Expires: 8/29/2015



DIANE S. BELG
Notary Public
In and for the State of Ohio
My Commission Expires Aug. 29, 2015

STATE OF OHIO :
:SS
COUNTY OF Montgomery :

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 1st day of August, 2011, by Lance F. Oakes, the President of Stonelake at River's Bend Homeowners' Association, Inc. on behalf of the corporation.

[Signature]
Notary Public
My Commission Expires: 8/29/2015



DIANE S. BELG
Notary Public
In and for the State of Ohio
My Commission Expires Aug. 29, 2015

This Instrument Prepared By:
Benjamin J. Helwig, Esq.
Taft Stettinius & Hollister LLP
40 North Main Street, Suite 1700
Dayton, Ohio 45423
937.228.2838

Exhibit A
Legal Description
Of Property

Situated in the Village of South Lebanon, Hamilton Township, Warren County, Ohio, Virginia Military Survey No. 1547 and being all of Lots numbered 1 through 60, 61 O/S, 62 O/S, 63 O/S, 64 O/S, 65 ~~G/A~~ and Open Space ~~Lot~~ as shown in the Record Plat for Stone Lake recorded in Plat Book 78, Pages 38 and 39, Warren County, Ohio records. *J.W.L.*

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
1	12-01-477-008	33	12-01-477-040
2	12-01-477-009	34	12-01-477-041
3	12-01-477-010	35	12-01-477-042
4	12-01-477-011	36	12-01-477-043
5	12-01-477-012	37	12-01-477-044
6	12-01-477-013	38	12-01-477-045
7	12-01-477-014	39	12-01-477-046
8	12-01-477-015	40	12-01-477-047
9	12-01-477-016	41	12-01-477-048
10	12-01-477-017	42	12-01-477-049
11	12-01-477-018	43	12-01-477-050
12	12-01-477-019	44	12-01-477-051
13	12-01-477-020	45	12-01-477-052
14	12-01-477-021	46	12-01-477-053
15	12-01-477-022	47	12-01-477-054
16	12-01-477-023	48	12-01-477-055
17	12-01-477-024	49	12-01-477-056
18	12-01-477-025	50	12-01-477-057
19	12-01-477-026	51	12-01-477-058
20	12-01-477-027	52	12-01-477-059
21	12-01-477-028	53	12-01-477-060
22	12-01-477-029	54	12-01-477-061
23	12-01-477-030	55	12-01-477-062
24	12-01-477-031	56	12-01-477-063
25	12-01-477-032	57	12-01-477-064
26	12-01-477-033	58	12-01-477-065
27	12-01-477-034	59	12-01-477-066
28	12-01-477-035	60	12-01-477-067
29	12-01-477-036	61 O/S	12-01-477-068
30	12-01-477-037	62 O/S	12-01-477-069
31	12-01-477-038	63 O/S	12-01-477-070
32	12-01-477-039	64 O/S	12-01-477-071
		65 ~~G/A~~ O/S	12-01-477-072

(BF)
FOR ALL

BOOK 5355 PAGE 531



8 3 1 1 6 4 9

Tx: 4242292

LINDA ODA

WARREN COUNTY RECORDER

2017-003894

DECLARATION

02/02/2017 1:44:39 PM

REC FEE: 76.00 PGS: 8

PIN:

TRANSFER NOT NECESSARY
MATT NOLAN, AUDITOR
WARREN COUNTY, OHIO

FEB 02 2017

MATT NOLAN
AUDITOR, WARREN CO. OHIO

8/76 Skynaro

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR STONELAKE AT
RIVER'S BEND, AND AMENDMENT TO ROADWAY DECLARATION**

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR STONELAKE AT RIVER'S BEND, AND AMENDMENT TO ROADWAY DECLARATION ("Third Amendment") is made this 18 day of January, 2017, by the Owners of the Stonelake at River's Bend Homeowners' Association, Inc. ("Association") an Ohio non-profit corporation.

RECITALS

- A. The properties mentioned and listed in the Legal Description attached hereto and incorporated by reference herein as Exhibit A (collectively the "Subdivision") are subject to that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Stonelake at River's Bend recorded December 14th, 2007, in Official Record Volume 4592, Page 387 of the Warren County, Ohio Records (the "Declaration").
- B. The Declaration was subsequently amended by the First Amendment to Declaration, recorded April 15, 2011 at the Warren County Official Record Volume Vol. 5302, Page 608, et seq.
- C. The Declaration was subsequently amended by the Second Amendment to Declaration, recorded August 3, 2011 at the Warren County Official Record Volume Vol. 5355, Page 527, et seq.
- D. The Association, as successor to the Declarant, is also party to that certain Declaration of Easement for Ingress and Egress recorded December 14, 2007 at the Warren County Official Record Volume Vol. 4592, Page 377, et seq. (hereinafter "Roadway Declaration"), which relates to the existing roadway as described in the Legal Description attached hereto and incorporated herein by reference as Exhibit B (the "Existing Roadway").

- E. The Association now desires to amend the Declaration and the Roadway Declaration, in accordance with the terms and conditions set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals and definitions are hereby incorporated into and made a part of this Third Amendment, as though restated and set forth verbatim in this Section.

2. **Authority to Amend**. Pursuant to Section 16.2 of the Declaration, the Owners of at least sixty-seven percent (67%) of all Lots located in the Subdivision have the authority to amend the Declaration; and pursuant to Section 16.2 of the Declaration and Section 18 of the Roadway Declaration, the Owners of at least sixty-seven percent (67%) of all Lots located in the Subdivision, with the written consent of the Village of South Lebanon, Ohio ("Village") have the authority to amend the Roadway Declaration.

3. **Amendment to Declaration by Removal of Private Roadway as part of Common Area:**

All references in the Declaration, Code of Regulations, and any other governing document of the Association, including, but not limited to, the definition of Common Areas found in Article 9, Section 9.1 of the Declaration, are hereby amended so as to remove the Existing Roadway also known in the Declaration as the Private Roadway (the street and land more particularly described on **Exhibit B** attached hereto and incorporated herein), from being included in the Common Areas or Common Elements of the Association. To the extent the Declaration, Code of Regulations, any Amendments, and any drawings of the Association contain any reference to the Existing Roadway as being part of the common areas of the Association, either express or implied, said references are hereby eliminated and/or revised as set forth above. No other changes to the Declaration, Code of Regulations, Amendments, or drawings are made hereby.

4. **Amendment to Roadway Declaration**. The Roadway Declaration is hereby amended as follows:

- (i.) Section 10 of the Roadway Declaration is hereby eliminated and replaced with the following:

10. **RESTRICTION ON DEDICATION OF ROADWAY**. Declarant agrees that, as part of the approval of the PUD, the Roadway shall remain a private street. Therefore, Declarant covenants that Declarant will not seek to have such streets

converted to public streets or otherwise dedicated to the Village. Upon transfer of the Roadway the Association as part of the Common Areas of the Association, the Association shall not be permitted to seek to have such streets converted to public streets or otherwise dedicated to the Village unless the Association both amends its Declaration to do so, with the approval of sixty-seven percent (67%) of its Owners in accordance with Section 16.2 of the Declaration and obtains written consent of the Village for such action, in accordance with Section 18 of the Roadway Declaration.

- (ii.) The Association hereby amends the Roadway Declaration to allow for the Existing Roadway to be converted to public streets or otherwise dedicated to the Village. To the extent the Roadway Declaration of the Association contains any other reference limiting or prohibiting the Existing Roadway from being removed as part of the common areas of the Association, either express or implied, said references are hereby eliminated and/or revised as set forth above. No other changes to the Roadway Declaration are made hereby.

5. Certification of Homeowners' Association. Pursuant to Article 16.2 of the Declaration, the President of the Stonelake at River's Bend Homeowners' Association, Inc. (the "Association"), by signing below, hereby certifies and attests to the fact that at least 67% of the Owners within the Subdivision have voted affirmatively to approve this Third Amendment, and that the Village of South Lebanon Ohio has provided the requisite written consent required by Section 18 of the Roadway Declaration, as reflected below.

[This portion intentionally left blank]
[Signature Page to follow immediately after]

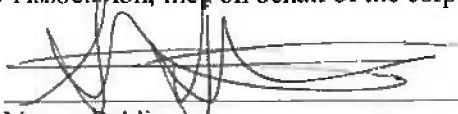
IN WITNESS WHEREOF, the Association has caused this Third Amendment to be executed effective as of the date first written above.

STONELAKE AT RIVER'S BEND
HOMEOWNERS' ASSOCIATION, INC.
An Ohio non-profit corporation


By: Katherine Meshesha
Board President
Date: 1/18/17

STATE OF OHIO)
) ss.
COUNTY OF WARREN)

BE IT REMEMBERED, that the foregoing instrument was signed and acknowledged before me, a notary public in and for said state, this 18 day of January, 2017, by Katherine L. Meshesha, the President of the Board of Stonelake at River's Bend Homeowners' Association, Inc., on behalf of the corporation.


Notary Public
My Commission Expires: Sept 24, 2019

This Instrument Prepared without benefit of Title Examination By:

Sean P. Donovan, Esq.
Stagnaro, Saba & Patterson Co., LPA
2623 Erie Avenue
Cincinnati, Ohio 45208



Exhibit A
Legal Description
Of Property

Situated in the Village of South Lebanon, Hamilton Township, Warren County, Ohio, Virginia Military Survey No. 1547 and being all of Lots numbered 1 through 60, 61 O/S, 62 O/S, 63 O/S, 64 O/S, 65 ~~GA~~ and Open Space ~~lot~~ as shown in the Record Plat for Stone Lake recorded in Plat Book 78, Pages 38 and 39, Warren County, Ohio records. *E. W. R.*

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
1	12-01-477-008	33	12-01-477-040
2	12-01-477-009	34	12-01-477-041
3	12-01-477-010	35	12-01-477-042
4	12-01-477-011	36	12-01-477-043
5	12-01-477-012	37	12-01-477-044
6	12-01-477-013	38	12-01-477-045
7	12-01-477-014	39	12-01-477-046
8	12-01-477-015	40	12-01-477-047
9	12-01-477-016	41	12-01-477-048
10	12-01-477-017	42	12-01-477-049
11	12-01-477-018	43	12-01-477-050
12	12-01-477-019	44	12-01-477-051
13	12-01-477-020	45	12-01-477-052
14	12-01-477-021	46	12-01-477-053
15	12-01-477-022	47	12-01-477-054
16	12-01-477-023	48	12-01-477-055
17	12-01-477-024	49	12-01-477-056
18	12-01-477-025	50	12-01-477-057
19	12-01-477-026	51	12-01-477-058
20	12-01-477-027	52	12-01-477-059
21	12-01-477-028	53	12-01-477-060
22	12-01-477-029	54	12-01-477-061
23	12-01-477-030	55	12-01-477-062
24	12-01-477-031	56	12-01-477-063
25	12-01-477-032	57	12-01-477-064
26	12-01-477-033	58	12-01-477-065
27	12-01-477-034	59	12-01-477-066
28	12-01-477-035	60	12-01-477-067
29	12-01-477-036	61 O/S	12-01-477-068
30	12-01-477-037	62 O/S	12-01-477-069
31	12-01-477-038	63 O/S	12-01-477-070
32	12-01-477-039	64 O/S	12-01-477-071
		65 ~~GA~~ O/S	12-01-477-072

BF
For ALL

WCE 60 Lots
BS 5 O/S Lots
Map, Ohio

EXHIBIT B

Legal Description of the Property

Situate in the Village of South Lebanon, Hamilton Township, Warren County, Ohio, Virginia Military Survey No. 1547 and being all of Lot 65 an Open Space Lot, as shown on the Record Plat for Stone Lake recorded in Plat Book 78, Pages 5439, Warren County, Ohio records.

Open Space Lot

Lot 65



12-01-477-072

Easement Only

NO.	NAME	DATE	TIME	PLACE	REMARKS
1	...	...	...	...	...
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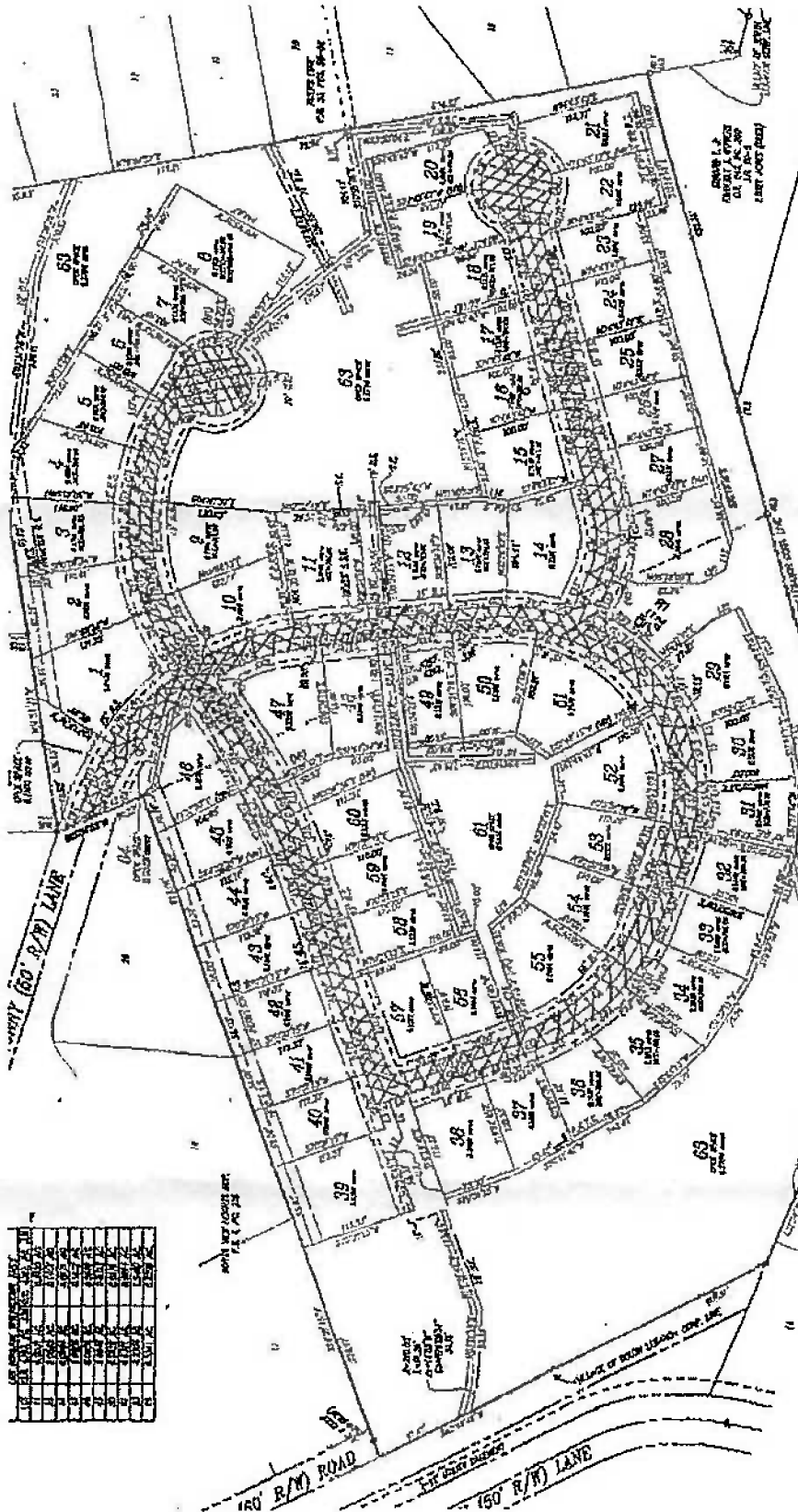


EXHIBIT B

Existing Roadway



OWNER'S NAME
DATE OF ACQUISITION
ADDRESS

1. THE PROPERTY IS OWNED BY THE
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GRAPHIC SCALE



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Exhibit B

WRITTEN CONSENT AND ACKNOWLEDGEMENT

STATE OF OHIO)
) ss.
COUNTY OF WARREN)

The Village of South Lebanon, Ohio, an Ohio municipal corporation, hereby acknowledges the terms of the above Third Amendment and hereby provides written consent, pursuant to Section 18 of the Roadway Declaration of Easement for Ingress and Egress recorded December 14, 2007 at the Warren County Official Record Volume Vol. 4592, Page 377, et seq., to the Stonelake at River's Bend Homeowners' Association, Inc. to the amendment of the Declaration. By consenting to the Third Amendment, the Village does not warrant that it approves or otherwise authorizes the dedication or conversion of the streets contained in the attached legal description to public streets. The Village of South Lebanon, Ohio hereby acknowledges and certifies that the person signing below is an officer of the Village authorized to take this action, and that the Village of South Lebanon, Ohio has taken and passed all requisite and necessary votes for the approval of this action.

**VILLAGE OF
SOUTH LEBANON, OHIO**
An Ohio municipal corporation


By: JAMES D. SMITH
Its: MAYOR
Date: 1-5-17

BE IT REMEMBERED, that the foregoing instrument was signed and acknowledged before me, a notary public in and for said state, this 5 day of November, 2016, by Nicole Armstrong the Fiscal Officer of the Village of South Lebanon, Ohio, on behalf of the municipal corporation.


Notary Public, State of Ohio
My Commission Expires 11-22-21
Warren County

TRANSFER NOT NECESSARY
MATT NOLAN, AUDITOR
WARREN COUNTY, OHIO

DEC 03 2018

MATT NOLAN
AUDITOR, WARREN CO. OHIO



8 5 7 8 0 2 5

Tx:4349723

LINDA ODA
WARREN COUNTY RECORDER

2018-034310

DECLARATION
12/03/2018 12:45:28 PM
REC FEE: 76.00 PGS: 8
PIN:

8/16 Stagnaro

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR STONELAKE AT
RIVER'S BEND**

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR STONELAKE AT RIVER'S BEND ("Fourth Amendment") is made this 20th day of Nov, 2018, by the Owners of Stonelake at River's Bend Homeowners' Association, Inc., an Ohio non-profit corporation.

RECITALS

- A. The properties mentioned and listed in the Legal Description attached hereto and incorporated by reference herein as **Exhibit A** (collectively the "Subdivision") are subject to that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Stonelake at River's Bend recorded December 14th, 2007, in Official Record Volume 4592, Page 387 of the Warren County, Ohio Records (the "Declaration").
- B. The Declaration was subsequently amended by the First Amendment to Declaration, recorded April 15, 2011 at the Warren County Official Record Volume Vol. 5302, Page 608, et seq.
- C. The Declaration was subsequently amended by the Second Amendment to Declaration, recorded August 3, 2011 at the Warren County Official Record Volume Vol. 5355, Page 527, et seq.
- D. The Declaration was subsequently amended by the Third Amendment to Declaration, recorded February 2, 2017 at the Warren County Official Record, Document No. 2017-003894.
- E. The Association now desires to amend the Declaration in accordance with the terms and conditions set forth below.

AMENDMENT

NOW, THEREFORE, the Declaration of the Association is hereby amended as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into and made a part of this Fourth Amendment, as though restated and set forth verbatim in this Section.

2. **Authority to Amend.** Pursuant to Section 16.2 of the Declaration, the Owners of at least sixty-seven percent (67%) of all Lots located in the Subdivision have the authority to amend the Declaration, and as certified by the President of the Association below, the requisite vote has been obtained;

3. **Amendment to Declaration for Rental Restriction:**

Article 7, Section 7.2(p) of the Declaration is hereby removed and replaced in its entirety with the following:

In order to (i) protect the equity of the individual property owners in Stonelake at River's Bend Homeowners Association, Inc.; (ii) to carry out the purposes for which the Community was formed by preserving the character of the Community as a residential neighborhood of predominantly owner-occupied homes and preventing the Community from assuming the character of a renter-occupied community, leasing of the Dwelling Units shall be governed by the restrictions imposed by this Section.

1. Except as otherwise provided in this Section in the case of undue hardship, no Dwelling Unit may be leased so long as at least ten percent (10%) of the total Dwelling Units are leased, effective upon the date of recording of this Amendment (the "Effective Date"). The Board of Trustees shall be empowered, but not obligated, to allow reasonable leasing of any Dwelling Unit beyond the 10% to avoid undue hardship, including the following possible hardships: (i) where an Owner must relocated his or her residence and cannot, within six (6) months from the date the Dwelling Unit was placed on the market, sell the Unit for current appraised market value, after having made reasonable effort to do so; (ii) where the Owner dies and the Dwelling Unit is being administered by his or her estate; (iii) where the Owner transfers employment to a location at least sixty (60) miles from his or her Dwelling Unit; and (iv) any other circumstance related to the Owner's ability to reside in a Dwelling Unit that, in the reasonable opinion of the Board, constitutes an undue hardship.
2. Those Owners who are leasing their Dwelling Units upon the Effective Date may continue to do so and shall not be required to demonstrate undue hardship as a prerequisite for same. However, upon any

conveyance of such a Dwelling Unit, any grantee thereof shall be subject to the provisions of this Section, in addition to all other provisions of the Declaration, By-Laws, and Rules and Regulations adopted by the Board. Furthermore, any Owner who is leasing her or his Dwelling Unit upon the Effective Date must provide a copy of the lease to the current managing agent of the Association within thirty (30) days from the Effective Date or be declared in violation of the Governing Documents (with a \$100.00 per month enforcement assessment to be applied until a copy of the lease is filed with the current managing agent). All enforcement assessments are subject to the community collection policy.

3. With respect to those Owners who are permitted by the terms of this Amendment to continue to rent their Dwelling Units until such time as the Dwelling Unit is conveyed, and with respect to those Owners granted a hardship exception pursuant to Section 7.2(p)(1), the Board shall have the authority to make and enforce reasonable Rules and Regulations and to levy enforcement assessments, in accordance with Article 11 of the Declaration and the Ohio Revised Code, for violations of those Rules and Regulations.
4. Any lessee or tenant of a Dwelling Unit shall in all respects be subject to the Declaration, By-Laws, and all Rules and Regulations as are from time to time promulgated by the Association or Board of Trustees, as though such lessee or tenant were an Owner. The lease of any Dwelling Unit shall be in writing and in a form approved by the Board, and a copy of the lease must be filed with the office of the Association's managing agent. Such lease shall provide that the violation of any provision of the Declaration, By-Laws, or the Rules and Regulations promulgated thereunder shall constitute a default of the lease giving the Association the right to evict the lessee. In the event such lease does not include such provision, then, by means of this covenant on the Community property and the Dwelling Units, such provision shall be deemed automatically included in such lease. Each Owner agrees, furthermore, to cause his or her lessee or persons living with such Owner to comply with the Declaration, By-Laws, and the Rules and Regulations promulgated thereunder, and further, each Owner is responsible and liable for all violations and losses caused by such tenant or lessee, notwithstanding the fact that such occupants of the Dwelling Unit may likewise be liable for any violation of the Declaration, By-Laws, and Rules and Regulations. Without limiting any and all other remedies available, any fines levied against a Dwelling Unit and not paid by the Owner or lessee shall give rise to the Association's right to file a lien for non-payment in accordance with Section 4.12 of the Declaration. Each Owner agrees to notify the Board when a tenant or lessee permanently vacates the Dwelling Unit.

Upon a tenant or lessee vacating a Dwelling Unit, the Owner must turn off all water service and all utilities must be maintained at a reasonable temperature to avoid damage to the Dwelling Unit or neighboring Dwelling Units.

5. Any lease of a Dwelling Unit shall be for a minimum period of not less than one (1) year, and must be for the entire Dwelling Unit. Subleasing is not permitted. The occupancy of a Dwelling Unit by an immediate family member of the Owner(s) shall not be prohibited by this provision. "Immediate family member" shall mean spouse, father, mother, or children of the Owner(s). The Board may require Owner to prove relationship by way of documentation, such as birth certificate.
6. For purposes of this Section, an Owner is deemed to be renting or leasing his or her Dwelling Unit if it is not owner-occupied. If a Dwelling Unit is not occupied by the Owner, it is deemed to be rented or leased, and therefore subject to this Section notwithstanding whether the Owner and occupant have executed a rental agreement or whether the occupant exchanges consideration with the Owner to reside in the Dwelling Unit. The Owner is obligated to submit a copy of a lease even if no rent is charged and/or collected. The term "Rental" shall include all Dwelling Units which are not owner occupied, whether a rental fee is paid or not, and shall include the occupancy of a Dwelling Unit by an immediate family member.
7. Any communication regarding the Dwelling Unit must be between the Association and the Owner, including but not limited to: payments of assessments, fee, and fines; submission of request for exterior improvements, alterations, or additions; maintenance requests, and all complaints and violation notices. This excludes the ability of the tenant or lessee to contact the Association in an emergency situation.
8. Chapter 2950 of the Ohio Revised Code requires the registration of sexual offenders. If, subsequent to the recording of this Amendment, a registered sexual offender occupies a Dwelling Unit as a tenant, that tenant will be immediately evicted. This requirement will not apply to persons who reside in the community prior the recording of this Amendment.
 - i. If, subsequent to the Effective date of this Amendment, a registered sexual offender occupies a Dwelling Unit as a tenant, or under any other possessory interest, the Owner must immediately cause the person to vacate the Dwelling Unit within 30 days of the date the Owner was notified by the Association of the presence of a sexual offender. If the registered sexual offender fails

to vacate the Dwelling Unit, then the Owner will immediately commence eviction proceedings. If the Owner fails to commence the eviction proceeding within 30 days following the date required and fails to prosecute the eviction to conclusion, then the Association may act as attorney-in-fact for the Owner and pursue the eviction action, at the Owner's cost and expense (such cost and expense to be assessed to the Dwelling Unit in question as provided for in the Declaration and / or Ohio Revised Code).

- ii. Each Owner, upon adoption of this Amendment to the Declaration, hereby appoints the Association as the Owner's attorney-in-fact for the purpose of commencing eviction proceedings, executing any and all documents pertaining to the proceedings or performing any or all responsibilities as may be required or necessary to be performed pursuant to this Section. The power of attorney is expressly declared and acknowledged to run with the title of any and all Lots and will be binding up the grantees, heirs, personal representatives, successors, and assigns of the Owner of any Dwelling Unit.
 - iii. Any Owner, by virtue of residing in a Dwelling Unit, who has been notified by the Association that they are in violation of this Section, must vacate the Dwelling Unit within 180 days of the receipt of the Association's notice. If the Owner fails to vacate the Dwelling Unit within 180 days, the Association shall be entitled to a mandatory injunction in the Court of Common Pleas requiring the sexual offender to immediately vacate the Dwelling Unit.
 - iv. The Association shall not be liable to any Owner, occupant, anyone occupying a Dwelling Unit or visiting the Association, nor anyone else as a result of the Association's failure to dispossess a registered sexual offender and/ or failure to notify any Owner, resident, tenant, or any other person regarding the presence or occupation of a Dwelling Unit by a registered sexual offender.
9. The Association's managing agent is authorized and directed to prepare correspondence, in appropriate form and substance, and thereafter circulate the same, along with a copy of this Amendment to

all Owners.

No other changes to the Declaration, Code of Regulations, Amendments, or drawings are made hereby.

4. Certification of Homeowners' Association. Pursuant to Article 16.2 of the Declaration, the President of the Stonelake at River's Bend Homeowners' Association, Inc. (the "Association"), by signing below, hereby certifies and attests to the fact that at least 67% of the Owners within the Subdivision have voted affirmatively to approve this Fourth Amendment.

IN WITNESS WHEREOF, the Association has caused this Fourth Amendment to be executed effective as of the date first written above.

**STONELAKE AT RIVER'S BEND
HOMEOWNERS' ASSOCIATION, INC.**
An Ohio non-profit corporation

Brad W. Horton
Printed Name: Brad W. Horton
Board President
Date: 11/20/18

STATE OF OHIO)
) ss.
COUNTY OF WARREN)

BE IT REMEMBERED, that the foregoing instrument was signed and acknowledged before me, a notary public in and for said state, this 20th day of Nov., 2018, by Brad Horton, the President of the Board of Stonelake at River's Bend Homeowners' Association, Inc., on behalf of the corporation.

[Signature]
Notary Public
My Commission Expires 05-11-2020

This Instrument Prepared without benefit of Title Examination By:

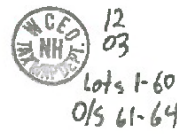
Sean P. Donovan, Esq.
Stagnaro, Saba & Patterson Co., LPA
2623 Erie Avenue
Cincinnati, Ohio 45208



SUSAN MÖLLER
Notary Public, State of Ohio
My Commission Expires
May 11, 2020

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

Exhibit A
Legal Description
Of Property



Situated in the Village of South Lebanon, Hamilton Township, Warren County, Ohio, Virginia Military Survey No. 1547 and being all of Lots numbered 1 through 60, 61 0/S, 62 0/S, 63 0/S, 64 0/S, 65 Open Space as shown in the Record Plat for Stone Lake recorded in Plat Book 78, Pages 38 and 39, Warren County, Ohio records.

Lot Number	Parcel Number	Lot Number	Parcel Number
1	12-01-477-008	33	12-01-477-040
2	12-01-477-009	34	12-01-477-041
3	12-01-477-010	35	12-01-477-042
4	12-01-477-011	36	12-01-477-043
5	12-01-477-012	37	12-01-477-044
6	12-01-477-013	38	12-01-477-045
7	12-01-477-014	39	12-01-477-046
8	12-01-477-015	40	12-01-477-047
9	12-01-477-016	41	12-01-477-048
10	12-01-477-017	42	12-01-477-049
11	12-01-477-018	43	12-01-477-050
12	12-01-477-019	44	12-01-477-051
13	12-01-477-020	45	12-01-477-052
14	12-01-477-021	46	12-01-477-053
15	12-01-477-022	47	12-01-477-054
16	12-01-477-023	48	12-01-477-055
17	12-01-477-024	49	12-01-477-056
18	12-01-477-025	50	12-01-477-057
19	12-01-477-026	51	12-01-477-058
20	12-01-477-027	52	12-01-477-059
21	12-01-477-028	53	12-01-477-060
22	12-01-477-029	54	12-01-477-061
23	12-01-477-030	55	12-01-477-062
24	12-01-477-031	56	12-01-477-063
25	12-01-477-032	57	12-01-477-064
26	12-01-477-033	58	12-01-477-065
27	12-01-477-034	59	12-01-477-066
28	12-01-477-035	60	12-01-477-067
29	12-01-477-036	61 0/S	12-01-477-068
30	12-01-477-037	62 0/S	12-01-477-069
31	12-01-477-038	63 0/S	12-01-477-070
32	12-01-477-039	64 0/S	12-01-477-071
		65 0/S	12-01-477-072 <i>RN</i>

2

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND
RESERVATION OF EASEMENTS
FOR
STONELAKE AT RIVER'S BEND**

DETH DECLARATION - HARRIS COUNTY RECORDS
Doc # 678854 Type: DECL
Filed: 10/14/2007 9:55:21 422.00
By Volume: 4592 Page: 377 Return: 3
Recd: 22745
Date: JUNE 18
Pages: 18

DETH DECLARATION - HARRIS COUNTY RECORDS
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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
STONELAKE AT RIVER'S BEND**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR STONELAKE AT RIVER'S BEND ("Declaration") is made this 1st day of August, 2007, by LIFESTYLE COMMUNITIES BY MILLER-VALENTINE AT STONELAKE LLC, an Ohio limited liability company (the "Declarant"), under the following circumstances:

A. Declarant is the fee owner of certain land consisting of approximately _____ acres of land located in South Lebanon, Warren County, Ohio and more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"). Declarant may, in the future, acquire or subject Additional Property (as hereinafter defined) to this Declaration, as provided herein, at which time said Additional Property shall also become part of the Property as defined herein; and

B. Declarant desires that the Property be held, sold, used and conveyed subject to the covenants, conditions and restrictions contained in this Declaration; and

C. Declarant has formed Stonelake at River's Bend Homeowners' Association, Inc., an Ohio nonprofit corporation (the "Association"), which shall be responsible for the maintenance, management and control of the Common Areas (as hereinafter defined), and certain other elements, as more particularly described herein, on the Property (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and for the purpose of establishing and assuring a uniform plan for the development of the Property, and enhancing and protecting the value, desirability and attractiveness of the Property, Declarant hereby declares that the Property shall be held, sold, used and conveyed subject to this Declaration and the covenants, restrictions and liens provided herein, which shall run with the land and be binding upon all the Lot Owners.

**ARTICLE 1
DEFINITIONS**

The words in this Declaration which begin with capital letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the meanings set forth in this Article 1.

1.1 Additional Property. "Additional Property" means other real property in the vicinity of the Property which is owned and/or acquired by either Declarant which may be annexed to the Property in accordance with Article 10 below.

1.2 Annual Meeting. "Annual Meeting" means the annual meeting of the Members of the Association held within the fourth quarter of each calendar year, upon proper notice, at a date, time

and at a place from time to time designated by the Board. The first Annual Meeting of the Members shall be held within one (1) year from the date of incorporation on such date as the initial Board shall determine.

1.3 Annual Organizational Board Meeting. "Annual Organizational Board Meeting" means the annual organizational board meeting of the Board which shall take place within ten (10) days after each Annual Meeting of the Members.

1.4 Articles and Articles of Incorporation. "Articles" and "Articles of Incorporation" mean those articles, filed with the Secretary of State of Ohio, incorporating Stonelake at River's Bend Homeowners' Association, Inc., as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be amended from time to time.

1.5 Assessments. "Assessments" means Base Assessment, Special Assessment, Individual Assessment and Working Capital Assessment.

1.6 Association. "Association" means Stonelake at River's Bend Homeowners' Association, Inc., an Ohio nonprofit corporation, which owns, operates and maintains the Common Areas, and any successor organization which owns, operates and maintains the Common Areas. Except as the context otherwise requires, "Association" shall mean the Board of Trustees acting on behalf of the Association.

1.7 Base Assessment. "Base Assessment" means the charge established by Section 4.2 of this Declaration.

1.8 Board or Trustee(s). "Board" or "Trustee(s)" means the Board of Trustees of the Association established pursuant to its Articles of Incorporation, Code of Regulations and this Declaration.

1.9 Builder. "Builder" means the Exclusive Builder and any other Person, approved in writing by Declarant, who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.

1.10 Class A Members or Class A Membership. "Class A Members" or "Class A Membership" means those members of the Association consisting of all Owners except, during the Control Period, Declarant.

1.11 Class B Members or Class B Membership. "Class B Members" or "Class B Membership" means, during the Control Period, Declarant and Builders, as members of the Association.

1.12 Code of Regulations. "Code of Regulations" of the Association, as the same may be amended from time to time, pursuant to Chapter 1702 of the Ohio Revised Code.

1.13 Common Areas. "Common Areas" shall mean as defined in Section 9.1 of this Declaration.

1.14 Common Area Lakes. "Common Area Lakes" shall mean any and all lakes and other water facilities located on the Common Areas.

1.15 Common Area Lake Restrictions. "Common Area Lake Restrictions" shall mean all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in Section 7.3 of this Declaration.

1.16 Common Expenses. "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, and as more particularly defined in Section 4.2 of this Declaration.

1.17 Common Expense Liability. "Common Expense Liability" means the liability for Common Expenses allocated to each Lot or Dwelling Unit pursuant to Section 4.8, of this Declaration.

1.18 Community Center. "Community Center" shall mean that certain Recreational Facilities which is for the use of all Owners in the Subdivision, subject to terms of this Declaration and any Rules and Regulations, which may contain therein furniture, exercise equipment and a deck off of the back of the Community Center.

1.19 Constituent Documents. "Constituent Documents" mean the Declaration, the Record Plat, the Code of Regulations, the Articles of Incorporation, the Rules and Regulations, if any, the management agreement, if any, entered into between the Association and any professional manager of the Property, and any other basic documents used to create and govern the Property.

1.20 Conservation Easement. "Conservation Easement" shall mean and refer to that certain easement as created under Section 9.10 below.

1.21 Control Period. "Control Period" means the period commencing on the date on which this Declaration is recorded in the Warren County, Ohio Recorder's Office and terminating on the earlier to occur of (i) within thirty (30) days following the date when seventy-five percent (75%) of the Dwelling Units which may be built on the Property have been deeded by either Declarant and/or any Builder to a third party purchaser; or (ii) thirty (30) years from the date of recording of the Declaration.

1.22 Declarant. "Declarant" means Lifestyle Communities by Miller-Valentine at Stonelake LLC, an Ohio limited liability company, its successors and assigns.

1.23 Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Stonelake at River's Bend, as the same may from time to time be amended in the manner prescribed herein.

1.24 Default. "Default" means any violation or breach of, or any failure to comply with, the Restrictions, this Declaration or any other Constituent Documents.

1.25 Design and Use Standards. "Design and Use Standards" means the design and use standards to be adopted by the Board pursuant to Section 6.14 of this Declaration as the same may from time to time be amended.

1.26 Development Period. "Development Period" means the period commencing on the date on which this Declaration is recorded in the Warren County, Ohio Recorder's Office and terminating on the earlier to occur of (i) within thirty (30) days following the date when one hundred percent (100%) of the Dwelling Units which may be built on the Property and the current residence located on the Additional Property have been deeded by Declarant, Exclusive Builder or Builder to a third party; or (ii) thirty (30) years from the date of recording of the Declaration.

1.27 Dwelling Unit. "Dwelling Unit" means any building or portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single person, a family or family-sized group of persons.

1.28 Exclusive Builder. "Exclusive Builder" means Lifestyle Communities by Miller-Valentine at Stonelake LLC, an Ohio limited liability company, its successors and assigns.

1.29 Individual Assessment. "Individual Assessment" as defined in Section 4.3 of this Declaration.

1.30 Landscape Easements. "Landscape Easements" shall mean and refer to any easements shown on the Record Plat for the installation and maintenance of landscaping.

1.31 Lot(s). "Lot(s)" means each of the parcels of land shown as such upon the Record Plats of the Property.

1.32 Maintenance Standards. "Maintenance Standards" mean those standards adopted by Declarant and/or the Board pursuant to Article 8 of the Declaration as the same may from time to time be amended.

1.33 Members. "Members" means all Class A Members and the Class B Members.

1.34 Occupant. "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, Tenants and lessees.

1.35 Open Spaces. "Open Spaces" shall mean and refer to all open spaces located on the Property as shown on any Record Plat, which are for the benefit of the Owners in the Subdivision.

1.36 Owner. "Owner" means, with respect to any Lot, the owner of record from time to time, whether one or more persons or entities, of an interest in fee simple, reversion, remainder or

leasehold estate of 99 years or more, but shall not include the Association. Such term shall include contract sellers except those having an interest merely as security for the performance of an obligation.

1.37 Person. "Person" shall mean a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

1.38 Private Roadway. "Private Roadway" means that area located within the Private Roadway Easement.

1.39 Private Roadway Easement. "Private Roadway Easement" shall mean that area and refer to that certain easement over the Private Roadway located on the Property and designate in the Roadway Declaration.

1.40 Private Storm Drainage Easements. "Private Storm Drainage Easements" shall mean and refer to any easements shown on any Record Plat to provide surface drainage. These areas are for the benefit of all Lot Owners and any agency of the Village of South Lebanon, Ohio or Warren County, Ohio having jurisdiction over drainage control.

1.41 Private Utility Easements. "Private Utility Easements" shall mean and refer to any easements shown on the Record Plat to provide for the placement of underground utilities of water, electric, gas, telephone, cable and any other valid or permissible underground utility. These areas are for the benefit of all Lot Owners and any agency of Warren County, Ohio having jurisdiction over the respective utilities being installed.

1.42 Property. "Property" means that certain land in South Lebanon, Warren County, Ohio, more particularly described in Exhibit A to this Declaration. When portions of the Additional Property are subjected to this Declaration pursuant to Article 10 herein, those portions shall then be deemed part of the Property.

1.43 Record Plat. "Record Plat" means the plat of Stonelake at River's Bend, recorded in Plat Book _____, Pages _____ of the Warren County Record of Land Surveys, and any subsequent phases of Stonelake at River's Bend.

1.44 Recreational Facilities. "Recreational Facilities" shall mean any facilities now or hereafter installed on the Property for the benefit of Owners and Occupants, which may include, but not be limited to, Community Center, walking trails, gazebo, benches, playgrounds and ponds and any portions of the Common Areas on which recreation activity is permitted.

1.45 Restrictions. "Restrictions" means all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in this Declaration, including, without limitation, the Maintenance Standards and all notices, Rules and Regulations issued in accordance with this Declaration.

1.46 Roadway Declaration. "Roadway Declaration" means as defined in Section 9.11 of this Declaration

1.47 Rules and Regulations. "Rules and Regulations" means those certain rules and regulations which govern the adopted by the Board of Trustees from time to time.

1.48 Retention and Detention Areas. "Retention and Detention Areas" shall mean and refer to any area designated on any Record Plat as such, which shall be used or designated to retain or temporarily detain surface drainage which Declarant, its successors and assigns have been required to construct or make use of in connection with surface drainage by any official agency of Warren County, Ohio in connection with the development of the Property and the Additional Property.

1.49 Special Assessment. "Special Assessment" means the charge established by Section 4.4 of this Declaration.

1.50 Structure. "Structure" means:

(a) any thing or object (other than trees, shrubbery, landscaping and hedges which are less than two feet high) the placement of which upon any part of the Property may affect the appearance of the Property, including, without limitation, swing sets, temporary holiday decorations (except holiday lights, as restricted under Section 7.2(w) below) porch, shed, barn, storage facility, basketball hoops, trampolines, covered or uncovered patio, fence, curbing, paving, wall, signboard, skateboard ramps, or any other temporary or permanent improvement or play apparatus; and

(b) any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any part of the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any part of the Property.

1.51 Subdivision. "Subdivision" means all phases or sections of the Record Plat for Stonelake at River's Bend, a subdivision in the Village of South Lebanon, Warren, County, Ohio, and consisting of all the property from time to time made subject to the provisions of this Declaration.

1.52 Supplemental Declaration. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects all or any portion of the Additional Property to this Declaration; imposes, expressly or by reference, additional restrictions and obligations on the land subject to this Declaration.

1.53 Tenant. "Tenant" means any person occupying any Lot pursuant to a written lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.

1.54 Working Capital Assessment. "Working Capital Assessment" as defined in Section 4.5 of this Declaration.

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION

The Property, each portion thereof, and all Dwelling Units thereon shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the terms, provisions, covenants and conditions of this Declaration.

ARTICLE 3
ASSOCIATION

3.1. Formation of the Association. The Declarant has caused or will cause to be chartered in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation name Stonelake at River's Bend Homeowners' Association, Inc., an Ohio not-for-profit corporation. The purpose of the Association is to provide for the administrative, governance, maintenance, management and upkeep of the Property and to promote the general health and welfare of the Owners and Occupants of the Property.

3.2 Board of Trustees. Until the Control Period Special Meeting (as hereinafter defined), the initial Board shall consist of three (3) persons appointed by the Class B Members who shall serve until their respective successors are elected and qualified. Trustees appointed by the Declarant and Builders need not be Members of the Association. However, a Trustee elected by Class A Members shall be a Lot Owner or a spouse of a Lot Owner, except that if a Lot Owner is a corporation, partnership, joint venturer, or other entity, the Lot Owner may elect as a Trustee an officer, partner, joint venturer, or like individual affiliated with this Lot Owner.

Within ninety (90) days after the expiration of the Control Period, the President of the Association shall call a special membership meeting ("Control Period Special Meeting"). At the Control Period Special Meeting, all Declarant appointed Trustees shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a new Board, consisting of five (5) Trustees, all of which must meet the requirements provided for in the preceding paragraph. The terms of said elected Trustees shall be from one (1) to three (3) years, as determined by the Board, so that in any one (1) year thereafter, the terms of no more than three (3) nor less than two (2) Trustees shall expire. The three (3) Trustees with the most votes shall be the Trustees who shall serve the three-year term. Additionally, after the Control Period Special Meeting, all Trustees, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

Notwithstanding anything above to the contrary, the Class B Members may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members, the Class B Members' right to appoint one or more Trustees at such Annual Meeting pursuant to this Section.

3.3 Membership. The membership of the Association shall at all times consist exclusively of Owners. All Owners shall be Members. Membership shall be appurtenant to and may not be separated from such ownership.

3.4 Members Rights and Duties. Each Member shall have the rights, duties and obligations set forth in this Declaration and all amendments duly made hereto in accordance with the terms herein.

3.5 Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

ARTICLE 4 ASSESSMENTS

4.1 Purpose of the Assessments. The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of its Common Expenses and for such other purposes as hereinafter set forth.

4.2 Base Assessment. There are hereby established for the benefit of the Association, its successors and assigns, and all Owners on the Property, as a charge on each Lot or Dwelling Unit, a general Base Assessment ("Base Assessment"), which shall be used in covering all of the cost of the Association's operation, insurance, maintenance, repair and replacement obligations including, without limitation thereto (collectively, the "Common Expenses"):

(a) landscaping, trees, shrubs and other flora, parks, ponds, lakes, fountains, waterfalls, signage, structures, and improvements, including any pedestrian pathways/trails situated upon the Common Areas;

(b) landscaping, shrubs and trees installed by the Declarant and located on individual Lots (excluding the replacement thereof, which shall be the responsibility of the Unit Owner as provided in Section 8.2(c) below);

(c) the cost of snow pushing for the Private Roadway, private driveways, sidewalks and service walks to all front doors of Dwelling Units when snow is in excess of 2";

(d) Private Roadway;

(e) mowing, edging and fertilization of all grass on not only the Common Areas, but the individual Lots as well; the cost of spring time mulching of landscape beds;

(f) the Recreational Facilities, Open Spaces, Private Storm Drainage Easements, Private Utility Easements and Conservation Easement areas;

(g) reasonable reserves for contingencies, replacements and working capital;

(h) garbage pickup for the Recreational Facilities;

(i) all premiums for hazard, liability and other insurance with respect to the Property; and

(j) management fees, organizational costs, legal costs for the enforcement of liens and covenants in this Declaration and all other costs incurred by Declarant or the Board in the exercise of its powers and duties pursuant to this Declaration.

The Base Assessment shall be estimated initially in accordance with Section 4.6 of this Declaration. The obligation to pay the Base Assessment shall not in any manner be dependent on or discharged, or otherwise affected by the use or non-use of the Common Areas, or the actual occupancy of any Lot or Dwelling Unit of the Property. Each Owner, by acceptance of a deed, covenants and agrees to pay such Base Assessment. Declarant represents and warrants to all Owners that within sixty (60) days after the transfer of the first Lot in the Subdivision to a third party purchaser, Declarant shall convey to the Association, by limited warranty deed, title to the Recreational Facilities and Open Spaces, free and clear of all liens, rights to take liens, and encumbrances whatsoever, except (a) the Declaration, the Code of Regulations and the Rules and Regulations of the Association; (b) all easements, covenants and restrictions of record; and (c) real estate taxes and assessments not yet due and payable.

Notwithstanding any provision of this Declaration, the Articles of Incorporation or Code of Regulations to the contrary, Declarant, Exclusive Builder and Builder, until the expiration of the Development Period, shall not be required to pay any Assessments for any recorded, "unoccupied" Lot in which they have the interest otherwise required for Class A Membership.

4.3 Individual Assessment. The Association after approval by a majority of the members of the Board shall have the right to assess an individual Lot or Dwelling Unit for any of the following ("Individual Assessment"):

4.3.1 any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, Tenants, guests or invitees, including attorney fees, court costs and other expenses incurred; and/or

4.3.2 any costs associated with the enforcement of this Declaration or the Rules and Regulations, if any, of the Association, including, but not limited to attorneys fees, witness fees and costs, and court costs.

4.4 Special Assessments. In addition to the other Assessments authorized herein, and to the extent that the reserve fund is insufficient, the Association may levy special assessments for the following reason ("Special Assessments"):

4.4.1 The amount of any operating deficit incurred in any calendar year may be paid by means of a Special Assessment sufficient in an amount so as to allow the Association to satisfy such deficit in part or in whole, provided that any such Special Assessment shall have been approved in accordance with this Section 4.4.

4.4.2 To the extent that the capital budget is insufficient, the Association may levy Special Assessments to construct, structurally alter, or replace capital improvements which are a part of the Common Areas in any fiscal year.

So long as the total amount of Special Assessments allocable to each Lot or Dwelling Unit does not exceed One Hundred Twenty Percent (120%) of the Base Assessment for that fiscal year, the Board may impose the Special Assessment. Any Special Assessments which would cause the amount of Special Assessments allocable to any Lot or Dwelling Unit to exceed this limitation shall be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

4.5 Working Capital Assessment. At the time of closing on the sale of each Lot from Declarant, Exclusive Builder or Builder to a third party purchaser, the purchaser shall be required to pay Three Hundred Fifty Dollars (\$350.00) as such purchaser's initial capital contribution to the working capital of the Association ("Working Capital Assessment"). This Working Capital Assessment shall be used by the Association for its operating expenses. Such Working Capital Assessment is not an advance payment of the Base Assessment or any other Assessment established herein, and it will not be held in any sort of trust or reserve account. Declarant and Builder shall not be required to pay any Working Capital Assessment as described in this paragraph.

4.6 Computation and Payment of Base Assessment. The Base Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. The Base Assessment shall be effective as to each Lot or Dwelling Unit on the first day of conveyance of a Lot or Dwelling Unit from Declarant, Exclusive Builder or Builder to a third party purchaser. Therefore, at the time of closing, each purchaser of a Lot or Dwelling Unit shall be required to pay a prorata share of the Base Assessment for the balance of the then month in which he/she closes. So long as there has been no Default in payment of the Base Assessment, it shall be payable in monthly due in advance on the first (1st) day of each month. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, late charges and other payment time schedules as it deems appropriate.

4.7 Lien for Assessments. The Association shall have a lien for any Assessment levied against a Lot or Dwelling Unit, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

4.7.1 Creation. The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot or Dwelling Unit which shall run with the land. All Persons acquiring an interest in a Lot or Dwelling Unit after the recording of this Declaration shall take such interest subject to the lien.

4.7.2 Effective Dates. The lien for the Common Expense Liability for each Lot or Dwelling Unit as set forth in the Base Assessment shall be effective on the first day of the recording

of the Declaration. The lien for other Assessments shall be effective on the first day notice is sent of its levy on the Owners affected.

4.7.3 Perfection. Recording of this Declaration constitutes notice and perfection of the lien.

4.7.4 Notice of Lien. The Association may file a notice of lien with the Recorder of Warren County, Ohio. Such notice shall not be required for the Association to enforce its lien.

4.7.5 Priority of the Lien. The lien created by this Section shall be superior to all liens and encumbrances recorded subsequent to this Declaration, except the lien for real estate taxes and assessments and the lien of any first mortgage filed of record. Mortgagees shall have no obligation to collect Assessments.

4.7.6 Subordination and Mortgagee Protection. The mortgagee of a first mortgage of record on a Lot shall have no obligation hereunder to collect any Assessments chargeable to such Lot. Failure of a Lot Owner to pay any Assessments imposed in this Declaration shall not automatically be deemed a default under the first mortgage of record on that respective Lot. In addition, when the mortgagee of a first mortgage of record, or other purchaser of a Lot as a result of judicial execution, acquires title to the Lot as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, his, her or its heirs, successors and assigns, shall not be solely liable for the share of the Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Any lien against such Lot shall be canceled and voided, and shall become unenforceable. Such unpaid share of Assessments shall be deemed to be Common Expenses collectible from all of the Lots, including that of such acquirer, his, her or its heirs, successors or assigns.

4.7.7 Extinguishment of the Lien. A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot or Dwelling Unit subject to a lien files a petition for relief under the United State Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

4.7.8 Estoppel Certificate. Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an estoppel certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessment and charges becoming due and payable prior to the date of the certificate. The Association may charge a reasonable fee for the preparation of such certificate.

4.8 Allocation of Assessments. The Common Expense Liability of each Lot or Dwelling Unit shall be a portion of the Common Expense. The Common Expense Liability and the Base

Assessment chargeable to each Owner of a Lot or Dwelling Unit shall be the proportion of one to the total number of Lots and Dwelling Units (if more than one Dwelling Unit is situated on a Lot) then subject to this Declaration and each Owner shall be charged with the payment of that portion of the total Base Assessment.

4.9 Common Surplus. If the Base Assessment collected in any given year is in excess of the actual Common Expenses for that year, the Board may, at its sole discretion (a) return each Owner's share of the Common Surplus; (b) credit each Owner's share of the Common Surplus to each Owner's payment as for the Base Assessment for the following year; (c) apply the Common Surplus to the reserve; or (d) repay any loan obtained by the Board, on behalf of the Association, used to fund any prior years operating deficit as provided for in Section 4.11 below

4.10 Payment. Unless otherwise established by the Board, the Base Assessment shall be paid in advance in monthly installments not more than ten (10) days after the due dates established by the Board. The Board shall have the power at any time to adopt such billing, collection and payment procedures and payment time schedules as it shall deem appropriate. Additionally, any Special Assessment or Individual Assessment imposed by the Board shall become due upon the date designated in the notice, but not more than thirty (30) days after the mailing of the notice to the Owner by United States mail. At the time of closing on a Dwelling Unit from either Declarant, Exclusive Builder or Builder to a third party purchaser, each third party purchaser of a Lot shall be required to pay the Working Capital Assessment as provided in Section 4.5 above and a prorate share of the Base Assessment for the balance of the month in which the closing takes place.

4.11 Operating Deficit. If during the Development Period the Association incurs an operating deficit, Declarant or any other affiliated entity of Declarant ("Affiliated Entity"), may, at its option, loan funds to the Association to fund the deficit. In the event that Declarant and/or Affiliated Entity elects to fund the deficit, the Association shall execute a loan agreement and promissory note for the benefit of Declarant and/or Affiliated Entity, as the case may be, the form of which shall comply with the terms and conditions set forth in Exhibit B attached hereto and made a part hereof. The Association shall be obligated to repay to the Declarant and/or Affiliated Entity, as the case may be, any and all monies lent by such entity to the Association in accordance with this Section in order to fund any deficit. Such repayment of monies shall be in accordance with the terms and conditions of said loan agreement and promissory note.

4.12 Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within ten (10) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year,

attributable to that Lot or Dwelling Unit, to be immediately due and payable without further demand. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law, this Declaration or the Code of Regulations. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has been accelerated.

4.13 Remedies Cumulative. A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

4.14 Personal Obligation. The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot or Dwelling Unit at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them or title is taken subject to a lien for said Assessments.

4.15 Statement of Unpaid Assessments. The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot or Dwelling Unit. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

4.16 No Waiver of Liability for Common Expenses. No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot or Dwelling Unit against which the Assessments are made.

4.17 Books and Records of the Association.

4.17.1 Inspection by Members. The membership book, account books and minutes of the Association, the Board and any committees shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within Cincinnati, Ohio, as the Board shall prescribe.

4.17.2 Rules for Inspection.

(a) notice to be given to the custodian of the records by the Members desiring to make the inspection;

(b) hours and days of the week when such inspection may be made; and

(c) payment of the cost of reproducing copies requested by a Member.

4.17.3 Inspection by Trustees. Every Trustee shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Trustee includes the right to make extracts and copies of documents at the expense of the Association.

ARTICLE 5
DECLARANT'S REQUIRED APPROVAL OF
PLANS AND SPECIFICATIONS OF DWELLING UNITS

Declarant contemplates that Exclusive Builder shall construct Dwelling Units on all of the Lots making up the Property. As of the date hereof, Declarant has approved a number of plans prepared by or on behalf of the Exclusive Builder for the Dwelling Units to be constructed on the Lots. In the event that Declarant elects, in its sole discretion, to allow a Dwelling Unit to be constructed on a Lot by a Builder other than the Exclusive Builder, each contract to sell such Lot and each deed conveying such Lot shall require that each Purchaser/Owner of a Lot secure the Declarant's approval of a site plan and plans and specifications prior to commencement of construction of a Dwelling Unit and other improvements and Structures on a Lot. In addition to other remedies available to the Declarant under such contract(s), and at law or in equity, the Declarant shall have all legal and equitable remedies available under this Declaration and particularly Section 11.2 of this Declaration to enforce the "plan approval" and other provisions of such contracts against the Owner(s) thereunder and successors in title to the Owner(s) thereunder with regard to each Lot.

ARTICLE 6
ARCHITECTURAL REVIEW RELATING TO STRUCTURES
OTHER THAN INITIAL CONSTRUCTION OF DWELLING UNITS AND
LANDSCAPING

6.1 Alteration of Dwelling Unit and Structures. Except with respect to the initial installation of landscaping, construction of Dwelling Units and accessory Structures by Exclusive Builder or Builder and the Common Areas by Declarant, no Structure shall be commenced, constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any Dwelling Unit and/or Structure on any Lot be remodeled, painted or altered or expanded in any way which changes the exterior appearance thereof, unless detailed plans and specifications therefore shall have been submitted to and approved in writing by the Board. Such plans and specifications shall be in such form and shall contain such information as the Board may reasonably require, including but not limited to any or all of the following: a site plan; proposed landscaping; patio and walkway locations; description of materials; location of lighting; exterior colors; architectural plans including cross-sections, floor plans and elevations; and evidence of conformity with building codes. The Board shall either (a) approve the plans and specifications; (b) disapprove them; or (c) approve them with conditions or qualifications.

6.2 Approval of Plans and Specifications. The Board shall approve plans and specifications submitted to it with respect to any Lot (or subdivision of Lots) if it finds that they (a) comply with the requirements of Section 6.1 above, and (b) conform to any Design and Use Standards adopted by the Board (as set forth in Section 6.14 below). Upon final approval thereof, a certified copy of the detailed plans and specifications shall be deposited for permanent record with the Board and a copy bearing the written approval of the Board shall be returned to the applicant. Approval by the Board of plans and specifications with respect to any Lot shall not impair the Board's right subsequently to approve a requested amendment of such plans and specifications relating to such Lot (subject to the requirements of this Article) or to amend the Design and Use Standards.

No approvals of plans and specifications and no publication standards shall be construed as representing or implying that such plans and specifications or standards will, if followed, result in properly designed improvements. Such approvals in standards shall in no event be construed as representing a guarantee that any structure or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Declarant nor the Association shall be responsible or liable for any defects in the plans or specifications submitted, revised or approved, pursuant to the terms of this Article, any loss or damage to any Person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications

6.3 Disapproval of Plans and Specifications. If plans and specifications (whether schematic, preliminary or detailed) submitted to the Board with respect to any Lot do not comply with (a) the Design and Use Standards (and/or will not further the purposes outlined in Section 6.14 hereof); or (b) the requirements of Section 6.1 as to the information required to be included in the plans and specifications, the Board shall either disapprove such plans and specifications or approve them subject to such conditions and qualifications as the Board may deem necessary to achieve compliance.

6.4 Failure of the Board to Act. If the Board shall fail to act upon any plans and specifications submitted to it within thirty (30) days after submission thereof, such plans and specifications shall be deemed to have been approved as submitted, and no further action by the Board shall be required.

6.5 Proceeding with Work. Upon approval of the Board, the Owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within six (6) months from the date of the approval. If the Owner fails to comply with the provisions of this Section, the approval given shall be deemed revoked unless the Board extends the time for commencement. Any request for an extension shall be in writing. No extension shall be granted unless the Board finds that there has been no change in the circumstances under which the original approval was granted.

6.6 Failure to Complete Work. Completion of the work approved must occur in the six (6) month period following the approval of the Structure unless the Board determines that completion is impossible or would result in great hardship to the Owner due to strike, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If the Owner fails to complete the work within the six (6) month period, the Board shall proceed in accordance with the provisions of Section 6.7.2 below

6.7 Determination of Compliance. Any Structure which has been constructed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows:

6.7.1 Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion of the Board. If the Owner fails to give the notice of completion of work performed for which approval was required, the Board may proceed upon its own motion.

6.7.2 Within sixty (60) days the Board shall inspect the work performed and determine whether it was performed in substantial compliance with the approval granted. If the Board finds that the work was not performed in substantial compliance with the approval granted or if the Board finds that the approval required was not obtained, the Board shall notify the Owner in writing of the non-compliance. The notice shall specify the particulars of non-compliance and shall require the Owner to remedy the non-compliance.

6.8 Failure to Remedy the Noncompliance. If the Board has determined that a Owner has not constructed a Structure consistent with the specifications of the approval granted or has constructed a Structure without the required approval and if the Owner fails to remedy such non-compliance in accordance with the provisions of the notice of noncompliance, then after the expiration of thirty (30) days from the date of such notification, the Board shall provide a hearing to consider the Owner's continuing noncompliance. At the hearing, if the Board finds that there is no valid reason for the continuing non-compliance, the Board shall determine the estimated cost of correcting it. The Board shall then require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's determination. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the noncomplying Structure or remedy the non-compliance. The costs of such action shall be assessed against the Owner as an individual assessment.

6.9 Waiver. Approval of any plans, drawings or specifications for any work proposed, or for any other matter requiring approval, shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing specification or matter subsequently submitted for approval.

6.10 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Board by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to

time by the Association), the Board shall record an estoppel certificate, executed by any two (2) Trustees certifying that as of the date thereof, either: (a) the work completed complies with this Declaration, or (b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Association, Declarant and all Owners and such Persons deriving any interest through any of them.

6.11 Liability. If the Declarant or the Trustees have acted in good faith on the basis of such information possessed by them, neither the Declarant nor Board nor any Trustee shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications; or (c) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

6.12 Right of Entry. The Board through its authorized officers, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Structure thereon is in compliance with the provisions of this Article, without the Board or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

6.13 Fees. The Board may charge reasonable fees for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs. Such fees shall be payable at the time of submission of the respective item for approval and shall be paid to the Board.

6.14 Design and Use Standards.

6.14.1 In order to assure the continued maintenance and development of the Property as a residential community of high aesthetic quality, the Board may adopt and may, from time to time, amend Design and Use Standards for the improvement, maintenance, and alteration of and construction of all Structures subsequent to initial construction of a Dwelling Unit and related Structures on the Property in furtherance of the following purposes: the compliance with all zoning and similar governmental regulations; the promotion of the health, safety and welfare of all Owners and Tenants; the preservation, beautification and maintenance of the Property and all Structures thereon, as a development of high quality; the preservation and promotion of environmental quality; and the assurance of adequate water, sewage and drainage facilities and other utilities and services. The Design and Use Standards shall not apply to initial construction of Dwelling Units by Exclusive Builder and any other Builder and construction of Common Areas by the Declarant.

6.14.2 The Design and Use Standards may establish requirements relating to land use, architectural features, site planning, lighting, landscaping and signage. The Design and Use

Standards may include, but shall not be limited to, provisions as to the following subject matters: the permitted uses of Lots and Structures; provided, however, that no standards shall permit any use or activity which is prohibited by any applicable zoning laws; the placement of Structures on Lots, including front, side and rear yard requirements; the specification of materials, design, architectural style, color schemes, screening structures and other details affecting the exterior appearance of Structures; the reservation of utility, visual and other easements; the installation, location and maintenance of utility lines and facilities, including water, gas, electricity, sanitary and storm sewage, telephone, cable television and other communication systems; the planting and preservation of gardens, trees and other landscaping; the size and location of driveways; the size, construction materials, color and design schemes, and location of fences, walls, walks and outdoor furniture; the character, location and direction of exterior lighting; any activity which may be considered noxious or offensive by reason of odor, sound, appearance or sight, or which may be or become a nuisance or annoyance to the community; and any activity which impairs the purposes outlined in Section 6.14.1.

6.14.3 Declarant shall have the right to amend the Design and Use Standards at any time provided such amendments do not effect any plans and specifications previously approved by the Board. The Design and Use Standards shall not be construed as permitting any action prohibited by any applicable zoning or other statute, ordinance, resolution, regulation or order of the State of Ohio or any political subdivision or governmental instrumentality of the State of Ohio or any other applicable covenant, condition, restriction or reservation of easement contained in any recorded instrument. If any inconsistency exists between or among any provision of the Design and Use Standards and any governmental requirements or recorded instruments with respect to any Lot, the more restrictive provision shall apply.

6.14.4 In the event Declarant adopts Design and Use Standards in accordance with this Section 6.14, Declarant and/or the Association shall provide a copy of said Design and Use Standards to a Lot Owner upon requests thereof.

6.15 Approval of Plans by Declarant. Notwithstanding anything to the contrary in this Article 6, during the Development Period, the plans and specifications for the initial construction of a Dwelling Unit shall be subject only to Declarant's approval and do not need to be approved by the Board.

ARTICLE 7

COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY

7.1 Purposes. In order to promote the health, safety and welfare of all Owners, Members and Occupants, and to preserve, beautify and maintain the Property and all Structures thereon as a subdivision 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, declared and established. These covenants and restrictions shall hereinafter burden and benefit all Lots on the Property, shall run with the land, be binding on current and successor Lot Owners, for the benefit of all Lot Owners and all Lots on the Property.

7.2 Covenants and Restrictions. The following are the covenants and restrictions and limitations as to use and occupancy to which the Property is hereby subjected:

(a) Land Use. Except as otherwise provided in this Declaration, no part of the Property other than Common Areas shall be used for other than residential housing and any Dwelling Unit constructed on a Lot shall be used only as a residence for a single family. Only one single family Dwelling Unit with a private garage for no fewer than two cars attached to the Dwelling Unit shall be permitted to be constructed and to remain on each Lot. Dwelling Units shall not exceed two stories in height, excluding the basement. To the extent permitted by law, an Owner of a Lot may use a portion of a Dwelling Unit located thereon for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or Occupant; and provided further that such activities do not increase the normal flow of traffic or individuals in and out of the Property or in and out of said Owner's Lot. The foregoing notwithstanding, Declarant, its successors, assigns and affiliates, and Exclusive Builder may use Lots and Dwelling Units for construction trailers, sales purposes (i.e. model homes), and as offices to meet with prospective purchasers of Dwelling Units.

(b) Other Structures. No structures of a temporary character, trailer, or other temporary outbuilding shall be used or erected on any Lot after the permanent residence on each Lot has been completed. No Structures may be placed on any Lot without the Board's prior written approval, as provided in Article 6 above.

(c) Driveways. All driveways shall be surfaced with the same material initially installed or chosen by Exclusive Builder, unless otherwise approved by the Board.

(d) Parking. No parking spaces nor other part of the Common Areas nor any Lot upon which a Dwelling Unit is constructed shall be used for parking of any motorcycle, scooter, trailer, truck, boat, or anything other than operative automobiles. Any of such vehicles may, however, be stored or parked in an enclosed garage. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, campcar, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, for storage, or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars, pick-up trucks which do not exceed ½ tons (provided said trucks do not have any type of commercial logo on the exterior), and mini-vans which are used as a principal vehicle by an Owner of a Dwelling Unit or his/her family. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages or if expressly permitted by the Board. Garage doors shall be kept closed at all times. It is provided, however, that vehicles being used for the purpose of construction, delivery or repair work upon any Lot or Dwelling Unit may be permitted to park on any Lot and street on the Property of which it is working during working hours, but shall not be permitted to be parked overnight. Notwithstanding anything herein to the contrary, during the Development Period,

Declarant, Exclusive Builder and/or Builder may be permitted to park any type of vehicle on the Property, twenty-four (24) hours a day, for development/construction purposes.

(e) Parking of Authorized Vehicles. On-street parking of authorized vehicles is permitted, but only on one side of the Private Roadway in the Subdivision, which shall be that side which does not have the "No Parking" signs posted. Violation of this Restriction shall be subject to fines adopted by the Board under the Rules and Regulations.

(f) Nuisances. No offensive odors or unsightly nuisances are permitted on any Lot which may be construed to be detrimental to the neighborhood. No vehicular maintenance or repair of any type shall be performed on the public streets or on private driveways. No Lot Owner shall permit anything to be done or kept in a Dwelling Unit or other approved Structure on any Lot that would be in violation of any law. No waste shall be committed in or to any of the Common Areas.

(g) Oil and Mining Operations. No oil drilling, quarrying, or mining operations shall be permitted on any Lot.

(h) Garbage Removal. All trash, garbage or other rubbish shall be kept at all times in each Owner's garage, except on the days which the trash, garbage or other rubbish is collected by the local waste removal authorities or as otherwise directed and instructed by the Association. Any trash containers placed outside by the Dwelling Unit Owners to be collected by the local waste removal authorities shall only remain outside for a period not to exceed twenty-four (24) hours and may not be placed at the curb any earlier than 6:00 p.m. the day before the trash is scheduled to be removed.

(i) Trash and Building Materials. Except in connection with construction of the initial Dwelling Unit, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any kind shall be permitted on any Lot.

(j) Open Fires. Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

(k) Mailboxes. Declarant, Exclusive Builder or Builder reserves the right to establish a standard design for mailboxes for use by all Lot Owners. The decision of the type of material to be used by each Owner shall be at sole discretion of Declarant, Exclusive Builder and/or Builder. Lot Owners shall be responsible for maintenance of their individual mailboxes. Declarant, Exclusive Builder and/or Builder may however, waive this right or establish the use of cluster mailboxes.

(l) Antennas. No apparatus, free standing antennas or satellite dishes shall be constructed or used on any Lot; provided, however, that a satellite dish not exceeding eighteen inches (18") in diameter may be placed on a roof top of a Dwelling Unit if not visible from the street in front of the Dwelling Unit. All television and radio antennae, including CB radio antennae,

must be enclosed within the Dwelling Unit located on the Lot. All telephone, electric and other wires of all kinds must be underground.

(m) Signs. Except as otherwise provided herein and in the Rules and Regulations, no sign shall be permitted on any Lot or building on the Property without the prior consent of the Board. Notwithstanding the foregoing to the contrary, an Owner of a Dwelling Unit is permitted to place and maintain a standard "For Sale" or "For Rent" sign on his/her Lot; provided, however it is of a typical size within the industry. An Owner must obtain the prior written consent of the Board in the event said Owner desires to maintain a "For Sale" or "For Rent" sign which is not of a typical size within the industry, or desires to maintain other displays or advertising, unless otherwise provided for under the Rules and Regulations, if any. This sign restriction shall not apply to signs used by Declarant, Exclusive Builder or their assigns, while Declarant is selling Lots in the subdivision, or to traffic, street names, Common Areas or subdivision identification signs.

(n) Animals. The maintenance, keeping, boarding or raising of animals, livestock, fowl, rabbits, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Areas, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats, fish or caged birds) without the approval of the Board, is permitted, subject to the Rules and Regulations adopted by the Board. Such pets are not to be kept or maintained for commercial purposes or for breeding. Any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Dogs and cats and other domestic pets must be kept within the confines of the Owner's Dwelling Unit or Lot, except when being held on a hand leash by a person attending the animal. Any Owner or Tenant who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave an Owner's Dwelling Unit or Lot shall be licensed and inoculated as required by law.

(o) Obstruction of Common Areas: Laundry or Rubbish. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out or exposed on any part of a Lot or any part of the Property. Each Lot, including all Common Areas located thereto, shall be kept free and clear of rubbish, debris and other unsightly materials. No Person shall obstruct any of the Common Areas or otherwise impede the rightful access of any other Person on any portion of the Property upon which such Person has the right to be. No Person shall place or cause or permit anything to be placed on or in any of the Common Areas without the approval of the Board.

(p) Rental of Dwelling Units. The Owners of the respective Dwelling Units or any first mortgagees in possession thereof shall have the right to lease the same subject to the prior written approval of the Board and the covenants and restrictions in the Declaration and the Code or Regulations and Rules and Regulations, if any. However, neither a Lot Owner nor any first mortgagee in possession shall lease less than an entire Dwelling Unit nor shall any Dwelling Unit be leased for a term of less than one (1) year. The respective Dwelling Unit shall not be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than one (1) year,

or (ii) any rental if the occupants of the Dwelling Units are provided customary hotel service such as room service or food and beverage, maid service and furnishing of laundry and linen. All leases of any Dwelling Unit shall be in writing. All such leases shall provide that they are subject to all the provisions of the Declaration, the Code of Regulations and the Rules and Regulations, if any, and that any failure of the lessee to comply with any such provision shall constitute a default under the lease. A copy of each such lease shall be given to the Association immediately after it is executed.

(q) Swimming Pools. No swimming pools shall be constructed, erected, placed or permitted to remain upon any Lot.

(r) Air Conditioning Wall Units. No through the wall air conditioning units of any kind shall be permitted in a Dwelling Unit.

(s) Fencing. No fences of any type shall be erected or built on any part of any Lot in the Subdivision, except electronic or invisible fences which may be installed, at the sole risk of an Owner, in any area of a Lot and privacy fences which may only be constructed around the perimeter of a patio/deck provided it is approved by the Board in accordance with Article 6 above. Declarant, Exclusive Builder, Builder, the Association and/or Board shall not be held liable for any damage to any Owners electronic or invisible fence and/or privacy fences caused by the lawn service or other third party in the maintenance and upkeep of the Subdivision. In addition, in the event an Owner elects to install a privacy fence, said Owner may be required to pay any additional fees incurred by the Association in having to edge around the fence posts. This additional fee will be charged by the Association to said Owner as an Individual Assessment. Notwithstanding the foregoing, entrance designations, Recreational Facilities, fences and any other Structure erected by Declarant, Exclusive Builder, Builder and/or the Association are exempt from this Restriction.

(t) Structures. Except as otherwise provided for herein, in the Rules and Regulations or which is part of the initial construction of Dwelling Units and accessory Structures by Exclusive Builder or Builder and the Common Areas by Declarant, no Structures shall be permitted on any Lot unless approved by the Board.

(u) Landscaping. No Unit Owner shall install and/or replace any landscaping (except for the installation of annual flowers in the existing beds of each Lot) on his/her Lot without first obtaining the prior written consent of the Board. Declarant, Exclusive Builder, Builder, the Association and/or Board shall not be held liable for any damage or destruction caused to any landscaping or flowers installed by a Unit Owner. During the Development Period, the Declarant shall have the sole right to approve the installation and/or replacement of any landscaping on a Lot.

(v) Garage and Yard Sales. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period.

(w) Holiday Lights. Unless otherwise provided for under the Rules and Regulations, holiday-type lights may be erected no sooner than the day after Thanksgiving and removed no later than 15th of January of each year.

(x) Obligation to Keep Structure in Good Condition. Each Lot Owner or Occupant shall keep all Structures located on his/her Lot in good condition and repair.

(y) Lot Grading. Neither the Owner nor anyone claiming under the Owner shall alter elevations and grades established by Exclusive Builder or Builder for any building Lot without the prior written approval of Declarant and/or Declarant's designee during the Development Period; and, the prior written approval of the Board after the Development Period in accordance with Article 6 above. The purpose of this Restriction is to insure that the surface drainage plan originally established by Builder for sheet surface drainage and drainage swales over the yard areas of building Lots is not altered or impeded. Landscaping or plantings shall not be installed or maintained in such a manner as to impede sheet surface drainage or swale drainage.

(z) Obstruction of Easement Areas. No structures, plants, or other materials other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement of the installation or maintenance of utilities or which may change, obstruct, or retard direction or flow of any drainage channels in the easement area. The easement area of each Lot and all improvements in the easement area shall be maintained by the Lot Owner except for the Private Roadway which is to be installed in the Private Roadway Easement area for the benefit of all Lot Owners and those improvements for which a public authority or utility company is responsible. The Owners of the Lots utilizing the Private Roadway shall keep the roadway open at all times so that each Owner may freely pass. The Lot Owners shall not obstruct the roadway, or authorize the same to be obstructed by any means whatsoever.

(aa) Discrimination. No Owner (including the Declarant, Exclusive Builder or Builder), or any employee, agent or representative thereof, shall discriminate upon the basis of sex, race, age, color, creed, familial status, or national origin in the sale, lease or rental of any Dwelling Unit nor in the use of the Common Areas.

7.3 Variances. In order to avoid unnecessary hardship and/or overcome practical difficulties in the application of certain provisions of the Declaration, the Board shall have the authority to grant reasonable variances from the provisions of Section 7.2 above. Additionally, so long as Declarant owns one or more Lots on the Property, the Declarant, or its designee, may grant reasonable variances from the provisions of Section 7.2 above. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or occupant. No variance granted pursuant to the authority of this Section 7.3 shall constitute a waiver or any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law.

7.4 Common Area Lakes and Water Facilities. The use of lakes and other water facilities (collectively, hereinafter "Common Area Lakes") located on the Common Areas is governed by the following Restrictions (hereinafter "Common Area Lake Restrictions"):

(a) Use. Use and enjoyment of the Common Area Lakes is limited to Owners and Occupants and to their tenants, guests and invitees and is subject to any Rules and Regulations which may be established by the Association in addition to provisions of this Section.

(b) Swimming/Diving. No swimming, snorkeling or scuba diving is permitted within the Common Area Lakes.

(c) Ice-skating. No ice-skating is permitted within the Common Area Lakes.

(d) Pollution. No obnoxious, or offensive substance polluting the Common Area Lakes shall be discharged or be permitted to be discharged therein.

(e) Trash/Debris. No trash, debris or unsightly substances shall be placed or permitted to be placed in the Common Area Lakes.

(f) Commercial Use. No commercial use of any kind shall be made of the Common Area Lakes. Only the Owners and Occupants shall be permitted to fish in the Common Area Lakes – commercial fishing is prohibited.

(g) Boats/Vehicles. No one shall be permitted to use on or in the Common Area Lakes boats of any nature, including but not limited to motorized boats and/or sea does, rowboats, canoes, paddleboats and other self-propelled similar boats, sailboats, rafts and homemade contraptions. Boats are strictly prohibited in the Common Area Lakes.

(h) Boat Docks/Structures. No boat docks or other structures shall be constructed or placed into or on the Common Area Lakes by Lot Owners. This shall not prohibit Declarant or the Association from constructing recreational structures or other structures into or on the Common Area Lakes for the benefit of the Property.

(i) Shoreline. The shoreline of the Common Area Lakes shall be maintained in a neat, clean and attractive appearance by the Owner of the Lot upon which the shoreline is located. Additionally, without the prior written consent of the Association, no one shall alter the shoreline in anyway which shall cause or contribute to the erosion of the Common Area Lakes' perimeter or affect the size or water level of the Common Area Lakes, or alter the grade of the adjacent land so as to affect drainage into or out of the Common Area Lakes.

(j) Development/Maintenance. The Restrictions of this Section shall not prevent or restrict Declarant or Builder from constructing and developing improvements or buildings on, within or adjacent to the Common Area Lakes during the Development Period.

ARTICLE 8 MAINTENANCE STANDARDS

8.1 Adoption and Amendment. Declarant during the Development Period, and after the Development Period, 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 all Common Areas, Lots, and the exterior of all Dwelling Units and Structures 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, such more stringent provision shall be deemed incorporated in the Maintenance Standards. The Maintenance Standards shall provide, among other things, that:

(a) except as otherwise hereinafter provided, the Association shall be responsible for maintenance, repair and replacement of the Common Areas and all Structures thereon;

(b) except as otherwise hereinafter provided, the Association shall be responsible for the maintenance and general upkeep of all lawns and landscaping in the Common Areas owned in fee simple by the Association, which shall include, but not limited to, mulching the landscaping beds, cutting the grass and keeping all lawns and landscaping beds in a neat and orderly manner, the cost of which shall be a Common Expense of the Association;

(c) except as otherwise provided herein, the Association shall be responsible for the mowing, cutting of all grass and lawns located on all Lots, in addition to mulching all landscaping beds located on all Lots;

(d) except as otherwise hereinafter provided, the Association shall be responsible for the maintenance (not replacement) of any landscaping, shrubs and/or trees located on his/her Lot, except if the landscaping, shrubs and/or trees were installed by the individual Lot Owner, as approved in advance by the Board;

(e) the Association shall be responsible for the snow pushing for all driveways, sidewalks and service walks to all front doors of Dwelling Units when snow is in excess of 2";

(f) the Association shall be responsible for the repair, maintenance and replacement of the Private Roadway;

(g) each Owner shall maintain, repair and replace at his/her expense all portions of the Common Areas which may be damaged or destroyed by reason of his/her own intentional or negligent act or omission or by the intentional or negligent act or omission of any invitee, lessee, licensee, employee, agent, family member, guest, and/or pet(s) of such Owner, including, but not limited to, damage to the Private Roadway in the construction of an Owner's Dwelling Unit.

(h) the obligation of the Association and of the Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property;

(i) the obligation of the Association to repair, maintain and replace the Private Driveway, parking located in front of the Community Center, landscaping (except for the replacement of grass, which shall be the responsibility of either the Village of South Lebanon or Warren County, Ohio depending on which entity has performed the maintenance) in the event the Village of South Lebanon performs certain maintenance to the sanitary sewer lines which service the Property or in the event Warren County, Ohio performs certain maintenance to the water lines which service the Property, except any damage caused by the gross negligence or willful misconduct of the Village of South Lebanon and/or Warren County, Ohio;

(j) notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Owner in performing its or his obligation hereunder; and

8.2 Owner's Maintenance Responsibilities. Each Owner during his/her period of ownership and, during his/her tenancy, each Tenant leasing a Lot, shall be responsible for the maintenance, repair and replacement of the following items:

(a) except as otherwise provided in Section 8.1 above, the interior and exterior of each Dwelling Unit, all Structures and improvements located on his/her Lot, which shall comply with the Maintenance Standard, including but not limited to, driveways, walkways, appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the boundaries of or serving the Lot;

(b) porches, patios and decks located on a Lot;

(c) landscaping, shrubs and trees installed by the Declarant and located on a Unit Owner's Lot (except for the general maintenance thereof, which shall be the responsibility of the Association as provided in Section 8.1(d) above);

(d) landscaping, shrubs and trees installed by the individual Lot Owner, as approved in advance by the Board; and

(e) flowers on an individual Lot installed by the Owner of said Lot, the installation of which does not require the approval of the Board.

8.3 Periodic Inspection. Periodically as needed, the Association may inspect the exterior of the Dwelling Unit and all Structures thereon to determine whether each complies with the Maintenance Standards. After each such inspection, the Association shall, if any defects are found, issue an inspection report to the Owner with a copy to the Tenant, if applicable, listing such defects, if any, and the reasonable time within which they may be corrected. Such Owner shall correct such defects or cause them to be corrected within such reasonable period as is stated in the inspection report.

8.4 Drainage Swales. Neither the Owner nor anyone claiming under the Owner shall, except in an emergency, alter the location or grade of any open storm water drainage way on any Lot without the prior written consent of the Association.

8.5 Right of Entry. Declarant and the Association, through its authorized officers, employees, and agents, shall have the right to enter upon any Lot and/or Structure at all reasonable times and upon reasonable advance notice for the purpose of making inspections required by this Section without Declarant or the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such entry or such action or actions. Any bona fide utility company, through its authorized officers, employees, and agents, shall have the right to enter upon the Common Areas or upon any utility easements located on any Lots, for the purpose of installing, repairing or servicing any of its equipment, or for reading meters, without Board approval; provided, however, that if any such activities by the utility require alteration to or displacement of any waterscaping, landscaping, grass, sidewalks, fences, garages, or other Structures, then the prior approval of the Board shall be required.

8.6 Failure to Comply. Failure to comply with the Maintenance Standards or to correct the defects listed in any inspection report issued by the Association or to pay any fee hereunder shall constitute a Default, in which event Declarant or the Board shall have the right to enforce this Section by any proceedings authorized in this Declaration, Code of Regulations or Rules and Regulations, if any.

ARTICLE 9 COMMON AREAS AND EASEMENTS

9.1 Description of Common Areas. The Common Areas in the Subdivision shall include, but not be limited to: the Recreational Facilities; Open Spaces; Private Roadway; Conservation Basements and landscaping constructed for the common use and enjoyment of the Owners; Landscape Basements; Private Utility Easements, Private Storm Sewer Easements; Retention and Detention Areas; and any other easements for open space, landscaping areas and mounding, water retention/detention basins, Common Area utility easements, storm sewer and surface water drainage easements, water main easements, sanitary sewer easements, preservation areas, and private drainage easements; all as are or may be located, described and shown on the Record Plats (collectively, the "Common Areas"). Declarant and/or Builder may also create other Common Areas not now in existence but that might in the future be added, located and shown on any subsequent Record Plat to be recorded and creating additional Lots to be subjected to this Declaration.

9.2 Rights of Enjoyment in Common Areas. Except as herein otherwise provided, each Owner shall have a right and non-exclusive easement for use and enjoyment of the Common Areas, and such right and easement shall be appurtenant to, and shall pass with the title to his/her Lot. Each Tenant shall have a nontransferable right to use and enjoy the Common Areas, if any, which right shall terminate when such Person ceases to have the status of a Tenant. Such rights and privileges shall be subject, however, to the following:

(a) The right of the Board, with the approval by sixty-seven percent (67%) of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and the Class B Members voting in person or by proxy at such meeting, to borrow money for the purpose of constructing, equipping, improving and maintaining the Common Areas and in aid thereof to mortgage the Common Areas.

(b) The right of the Board to adopt and enforce and from time to time amend reasonable limitations upon use and Rules and Regulations pertaining to the use of the Common Areas, including regulations limiting guests of Owners and Tenants who may use the Common Areas at any one time.

(c) The right of the Board to suspend the right of any Owner or the privilege of any Occupant to use such of the Common Areas that are recreational in nature as determined by the Board for any infraction of the Rules and Regulations relating to the Common Areas for a period not to exceed sixty (60) days for each such infraction, or for nonpayment or delinquency of the Assessments against such Owner's Lot for a period not to exceed the period of such nonpayment or delinquency.

(d) Such rights as the Board may have to grant easements or rights of way to any public utility corporation or public agency.

(e) All applicable provisions of valid agreements of the Association relating to the Common Areas.

(f) Such rights as the Board may have under the Declaration to convey or lease all or any part of the Common Areas.

(g) All other easements, restrictions and rights to which the Property is subject.

(h) The right of the Association to grant permits, licenses, and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

9.3 Subordination to Mortgage or Other Lien. The rights and privileges provided in this Section shall be subordinate to any mortgage or other lien given by the Association for the purposes of acquiring, improving or maintaining the Common Areas.

9.4 Conveyance or Lease of Common Areas. Upon authorization by the Board and upon the approval by sixty-seven percent (67%) of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and during the Development Period the Class B Members voting in person or by proxy at such meeting, the Association may at any time convey or lease all or a part of the Common Areas to any public agency, authority, or utility or to any private entity, upon such terms and conditions as shall be agreed upon by the other party and Board, including, without limitation, terms and conditions providing for the use of such Common Areas by the public in general and terms and conditions

pertaining to the maintenance and repair of such Common Areas and the assessments of Owners and/or Tenants for the costs of such maintenance and repair.

9.5 Maintenance and Management of Common Areas and Yards. The Board shall provide for the management of all Common Areas, and shall keep all Common Areas in such maintenance, repair and appearance as shall comply with the Maintenance Standards. In addition, the Board shall provide for the maintenance and upkeep of all yards, lawns, trees, grass and landscape areas, shrubs and fences which are part of the Common Areas, in addition to the yards, lawns, trees, grass and landscape areas which are part of each Lot, provided any landscaping installed by an Owner, in accordance with the terms of this Declaration, shall be his/her sole responsibility. The Board shall also be responsible for the maintenance of all other Common Areas as provided for herein. The Board may fulfill this responsibility by contracting with any professional management company (including, without limitation, Declarant or an affiliate or associate of Declarant) (hereinafter "Manager") for the management, maintenance and repair of the Common Areas upon such terms and conditions including terms as to reasonable compensation as shall be agreed upon by the Association and the Manager. Declarant reserves the right, at any time during the Development Period, to execute a management contract with a Manager whereby such Manager will assume the management, on behalf of the Association, of the Common Areas for an agreed upon management fee. Notwithstanding the foregoing, any such contract with Declarant or an affiliate or associate of Declarant shall not exceed one (1) year in duration.

9.6 Use of Common Areas by Declarant. Declarant and its affiliates and associates shall have the same rights of use and enjoyment of the Common Areas as the Class A Members during the Development Period, and shall have the right to use the Common Areas for promotional, sales and similar purposes until all of the Lots have been sold.

9.7 Restrictions on Open Spaces. The Open Spaces, as depicted on the Record Plat for the Subdivision, are part of the Common Areas of the Association. After the construction of all improvements on the Property by Declarant, including the Open Spaces, the following restrictions shall be applicable to the Open Spaces:

- (a) Except as otherwise provided herein, no buildings or other structures may be constructed within the Open Spaces.
- (b) No live trees may be removed from the Open Spaces. Areas of cut and fill are prohibited unless required for storm pipes/storm water management facility construction and utility construction. Said construction shall be kept in the smallest amount of area possible.
- (c) Dumping of dead vegetation, grass cuttings, trees, branches, roots, or any household animal or construction waste products are specifically prohibited.
- (d) Storm water detention and retention areas are permitted within the Open Spaces.
- (e) Sanitary sewer, storm sewer and other utilities are permitted within the Open Spaces. Said construction shall be kept to the smallest amount of area possible.

(f) The Recreational Facilities, including but not limited to, the Community Center, walking trails, trellis, benches, playgrounds and ponds are permitted within the Open Spaces.

(g) The restrictions contained in this Section 9.7 do not apply to the limited cutting and non-substantial clearing by Declarant, the Association or respective utility companies necessary for the maintenance, repair and replacement of utility or drainage facilities as depicted on the Record Plat, the cutting and removal of weeds and noxious plants, the trimming of dead, dying and/or decaying branches and limbs, and the planting of native trees and natural flora.

(h) The restrictions contained in this Section 9.7 may be amended by a vote of the Members of the Association as provided for under Section 16.2.

9.8 General Easements.

(a) The Association may hereafter grant easements for utility purposes for the benefit of the Property, including the right to install, lay, use, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Areas, and each Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge, deliver and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.

(b) Every Lot and the Common Areas shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property; provided no Person shall alter the natural drainage on any Lot so as materially to increase the drainage of storm water onto adjacent portions of the property without the consent of the Owner(s) of the affected property(ies).

(c) Declarant hereby reserves easements and the right to grant easements on, over and across Lots for open space, landscaping mounding and monument areas and for the installation, maintenance, use, repair and replacement of underground utilities, public utilities, water detention basins, storm sewer, sanitary sewer and surface water drainage easements, water mains, preservation areas and private drainage easements, and building setbacks, specifically as shown on the Record Plats now or hereinafter recorded for the subdivision, and to cut and grade slopes in and along Lot boundaries at streets and drives built within the Property. The foregoing easements shall not be used for recreations purposes but are reserved for such aesthetic or utility purposes as indicated by the nature of the easement. Water detention basins may be aesthetically maintained but shall not be used as recreational ponds or lakes.

(d) A non-exclusive easement is hereby reserved and/or granted in favor of Declarant and/or the Association in, on, over and through any and all easements set forth on the Record Plat, including, but not limited to, the Landscape Easements, Private Roadway Easement and Private Utility Easements. Any area designated on the Record Plat within the Landscape Easements, Private Roadway Easement and Private Utility Easement shall be maintained by the Association as a Common Expense.

(e) Declarant reserves the right for a period of five (5) years after the sale of a Lot by the Declarant to enter upon the Lot for purposes of correcting grade and drainage patterns for the benefit of the Property, provided that the Lot shall be restored to a like condition as to pavement, grass or sod which shall have been removed.

(f) A non-exclusive ingress and egress easement is hereby created, for the benefit of all Owners of the Property, the police, fire, EMS, zoning inspectors, building inspectors and others that may reasonably need to access the Subdivision, on, over and across the Private Roadway now or in the future located on the Property, which Private Roadway shall be part of the Common Areas of the Association. The Owners of such Lots shall use the Private Roadway situated on the Private Roadway Easement with due regard for the rights of any other Owner and its use of such Private Roadway. No Owner shall use or permit the use of the Private Roadway in any manner which impairs the right of any other Owner to its use, nor shall any Owner park or store vehicles or personal property on, or obstruct or encroach upon, or permit the use of, or permit the obstruction of or encroachment upon, the Private Roadway in any manner whatsoever without the concurrence of all Owners entitled to use the Private Roadway.

(g) A non-exclusive and irrevocable easement hereby created, for the benefit of the Association or its designees, on, over and across all Lots in the Subdivision for the sole purpose of mowing, edging and cutting all grass, mulching of landscaping beds and replacement of landscaping on each Lot.

(h) A non-exclusive easement is hereby reserved and/or granted in favor of the Declarant and/or the Association in, on, over and through the Common Areas, Dwelling Units and Lots for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, policing, replacing and otherwise dealing with the Common Areas, Dwelling Units and Lots, including all improvements thereon.

(i) A non-exclusive easement is hereby reserved and/or granted in favor of Declarant and/or the Association in, on, over and through any and all easements set forth on the Record Plat, including, but not limited to, any roadway, utility and landscaping easements. In addition, any area designated on the Record Plat within the Landscape Easements shall be maintained by the Association as a Common Expense and any Owner of a Lot which is encumbered by a Landscape Easement is restricted from planting any landscaping of his/her own within these areas.

(j) Appurtenant to each Dwelling Unit and/or Lot is an easement over any Common Areas for necessary pedestrian and vehicular ingress and egress to and from any such Dwelling Unit over the Common Areas, to and from a thoroughfare. The easement shall be over such walkways, driveways, or other ways as are designated by the Declarant and/or the Association.

(k) All easements and rights described in the Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Declarant, its successors and assigns, and any Owner, purchaser,

mortgages and other party now or hereafter having an interest in the Property, or any part or portion thereof. After the Development Period, the Association shall be deemed to be the successor of Declarant and, as such, shall be deemed to be the grantee of said easements provided in this Section, and shall hold such easements for the use, benefit and enjoyment of all Lot Owners of the Property. All notes on the Record Plat that are pertinent to the specific easements set forth herein are incorporated herein by reference.

9.9 Reservation of Construction Easement by Declarant. The Declarant reserves the right to temporarily go upon the Subdivision and Common Areas located thereon in order to develop other neighboring land. The easement should be construed broadly in favor of the Declarant, including giving Declarant the right to store temporarily construction materials, equipment or dirt. After the construction is finished, Declarant must, at Declarant's cost, repair any damage done to the Subdivision including to any landscaping. All debris, equipment, materials and dirt must also be removed from the Subdivision, as soon as reasonably possible, by the Declarant after the Declarant has completed construction on the neighboring land.

9.10 Conservation Easement. A non-exclusive and irrevocable easement is hereby created, for the benefit of the Declarant, the Association or its designees, on, over and across certain areas depicted on the Record Plat as "Conservation Easement" for the continual and perpetual conservation of streams and waterways located in the Conservation Easement areas ("Conservation Easement Areas"). The purpose of the Conservation Easement is for the mitigation monitoring of all streams and waterways located in the Conservation Easement Areas. No improvements of any kind may be built by any Owner and to prevent any use of the Conservation Easement Areas that will impair or interfere with the preservation of the Conservation Easement Areas in their condition following completion of mitigation construction condition.

9.11 Roadway Easement. Declarant has filed a Declaration of Easement for Ingress and Egress (the "Roadway Declaration") recorded in Official Record Book ____, Page ____ of the Warren County, Ohio Recorder's Office. The Roadway Declaration grants to all Lot Owners the non-exclusive right of ingress and egress on, over, and across a certain the Private Roadway. The maintenance of the Private Roadway shall be governed by the terms of the Roadway Declaration.

ARTICLE 10

COVENANT FOR STAGED DEVELOPMENT

10.1 Staged Development. Declarant hereby reserves the right at any time within the Development Period to remove any portion of the Property from the scope of the Declaration or to submit, make subject to or annex the Additional Property to this Declaration without the consent of the Members of the Association. However, Declarant is not bound to annex any of the Additional Property to this Declaration, and until such time as any of the Additional Property is annexed, the same shall not be subject to the provisions of this Declaration. Notwithstanding anything herein to the contrary, during the Development Period, provided Declarant is seeking HUD/VA approval, it must obtain the prior approval of HUD/VA before annexing any of the Additional Property to this Declaration.

10.2 Supplemental Declaration for Staged Development. Any annexations made pursuant to this Article 10, or otherwise, shall be made by recording a supplement to this Declaration with the Recorder of Warren County, Ohio, which supplementary Declaration shall extend this Declaration to such annexed property. The supplementary Declaration may contain additional covenants, conditions, restrictions, easements and liens as Declarant shall deem appropriate for the purpose of completing the development of the Property. Owners of Lots subject to such supplemental Declaration shall be Owners as defined by this Declaration.

ARTICLE 11 **ENFORCEMENT**

11.1 Curing Defaults; Lien. In the event of any Default with respect to any Lot under this Declaration, the Board shall give written notice to the Owner thereof, with a copy of such notice to each Tenant in Default and a copy to any first mortgagee of the Lot who has requested to receive such notices, setting forth with reasonable particularity the nature of such Default, and the specific action or actions required to remedy the Default. If the Owner or Tenant shall fail to take the specific action or actions within thirty (30) days after the mailing of the notice, the Board may, but shall not be required to exercise any or all of its rights hereunder. The Board may exercise without notice any of its rights hereunder with respect to any Default if it determines that an emergency exists requiring immediate action.

Costs incurred by the Association in exercising any of its rights with respect to any Lot shall be a binding personal obligation of the Owner thereof which shall be payable on demand. If the Owner fails to pay such costs within thirty (30) days after demand, the Association shall enter the amount of the obligation, the name of the Owner as it appears on its records and the description of the Lot in a lien record book to be maintained by the Board at its main office, together with the date of such entry. The Association shall have a prior lien on such Lot for such amount until paid and such lien shall have priority from the date of such entry over all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments, liens of record as of the date of such entry and liens of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law, all bona fide recorded first mortgages and the lien of any first mortgagee who comes into possession of a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. The lien provided in this Section shall be recordable and shall be enforceable as provided in Article 4 hereof.

11.2 Remedies. Nothing contained in this Article 11 shall be deemed to affect or limit the rights of Declarant, the Association, any Owner, Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the restrictions, or recover damages for any Default. It is hereby declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity.

11.3 Right and Easement of Entry. The Association, through its authorized officers, employees, and agents, shall have the right and easement to enter upon any Lot at all reasonable times and to do anything thereon necessary to perform the action or actions specified in the notice to the Owner to abate, remedy, extinguish, remove or repair a Default, without the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of this Article 11, provided that no summary abatement or similar procedure may be utilized through non-judicial means to alter or demolish items of construction.

11.4 No Waiver. The failure of Declarant, the Association, any Owner, Tenant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the Restrictions, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right or privilege, including the right to cure Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

11.5 Rules and Regulations. 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. Each such rule and regulation shall be consistent with and designed to further the purposes outlined in this Declaration.

ARTICLE 12 REAL ESTATE TAXES AND ASSESSMENTS

12.1 Real Estate Taxes. The Owner of a Lot shall be responsible for and shall pay all taxes and assessments, general and special, levied or imposed upon the Lot and its improvements.

12.2 Allocation. Prior to the time the Auditor of Warren County, Ohio establishes separate tax parcels for each Lot, Declarant shall allocate the real estate taxes and assessments upon the Property among and against the Lots and against the remainder of the Property in a fair and equitable manner so as to allocate the real estate taxes and assessments charged in common to the various Lots as well as the remainder of the Property. The allocation by Declarant made in accordance with the terms hereof shall be binding upon all Owners.

12.3 Common Areas. Taxes and assessments, general and special, charged against the Common Areas shall be deemed a Common Expense. Assessments, charged against the Property shall be paid by the Owners as set forth in Article 4 hereof.

ARTICLE 13
INSURANCE AND CASUALTY LOSSES

13.1 Insurance. The Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Areas against loss or damage by fire, other hazards, including all risk coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Areas, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and if reasonably available, trustees' and officers' liability insurance. The public liability policy shall have such coverages as the Board in its discretion may decide to be reasonable after due consideration of all factors involved. Premiums for all insurance on the Common Areas, public liability and trustees' and officers' insurance shall be Common Expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the full replacement cost.

Cost of insurance coverage obtained for the Common Areas, public liability, and trustees' and officers' shall be included in the Base Assessment, as defined in Section 4.2 above,

All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies on the Common Areas shall be for the benefit of the Owners and their mortgagees as their interests may appear;

(b) Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;

(c) The insurance carried by the Association shall be primary to any insurance purchased by individual Owners, occupants, Tenants or their mortgages; and

(d) The Board shall be required to make every reasonable efforts to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board, its members, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of the acts of any one or more individual Lot Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any trustee, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or mortgagee; and

(v) that any "other insurance" clause in any policy exclude individual Owner's policies from consideration.

13.2 Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damages or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction is made after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s), as their interest may appear, if any Lot is involved, shall be remained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 13.3(b) of this Article, that the damage or destruction of the Common Areas for which the proceeds are paid shall not be repaired or reconstructed such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 13.2(a) hereof.

13.3 Damage or Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in the paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Areas shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall

be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Areas damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event that property shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition.

13.4 Repair and Restoration. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

ARTICLE 14 CONDEMNATION

Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of an under threat of condemnation of the Board, acting on its behalf or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the Member of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas, to the extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above damage or destruction which is to be repaired shall apply. If the taking does not involve any or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE 15 LIABILITY OF DECLARANT, EXCLUSIVE BUILDER OR BUILDER

Neither Declarant, Exclusive Builder, Builder, nor their representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the Code of Regulations, whether or not such claims shall be asserted by an Owners, Occupant, the Association,

or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof, which is in need of repair or by reason of any act or neglect of any Owner, Occupant, the Association and their representative agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.), except as provided by any written warranty provided to an Owner or the Association.

ARTICLE 16 DURATION, AMENDMENT AND TERMINATION

16.1 Duration. The Restrictions shall be covenants running with the land and shall bind the Property and every part thereof, and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by, the Board and each Owner and Tenant and their legal representatives, heirs, devisees, successors and assigns, and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded in the Recorder's Office of Warren County, Ohio. Thereafter the Restrictions shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article 16.

16.2 Amendment or Termination. Prior to the end of the Development Period, any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument executed by Declarant and approved by the Owners of at least sixty-seven percent (67%) of all Lots located in the Property. After the end of the Development Period, any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument approved by the Owners of at least sixty-seven percent (67%) of all Lots located in the Property.

The President of the Board shall determine whether the Persons who have approved of any amendments or termination of this Declaration constitute Owners of at least sixty-seven percent (67%) of all Lots. Promptly after the approval of any amendment or termination of any part of this Declaration, the President of the Board shall cause to be recorded the written instrument of amendment or termination executed in properly recordable form by the President of the Association and Declarant, if during the Development Period, and the certificate of the President of the Association that the Owners of at least sixty-seven percent (67%) of all Lots have approved such instrument.

The Board shall maintain such copies filed with it by the President as a permanent record and shall make copies thereof available to any Owner at a reasonable cost.

Notwithstanding anything above to the contrary, this Declaration may be amended at any time during the Development Period without the vote of Owners by a written instrument executed by Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying

Declarant's original intent; making any changes necessary or desirable to meet the requirements of any institutional lender, Federal National Mortgage Association, or other agency which may insure loans on a Lot; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or right, if any, to use the Common Areas. Each Owner and his/her mortgagees, by acceptance of a deed to a Lot or Dwelling Unit or a mortgage encumbering such Lot or Dwelling Unit, shall be deemed to have consented to and approved the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence and irrevocably designates the Declarant as his/her proxy and Attorney-in-Fact to make any of the above-described amendments without coming back to the Owner or mortgagee of a Lot or Dwelling Unit for his/her consent at the time of such amendment. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

ARTICLE 17 SOUND DISCLOSURE

Declarant hereby discloses to each Lot Owner that during the Development Period the Property, and any adjacent property owned by Declarant, will be subject to ongoing construction, resulting in construction noise occurring throughout the day. As such, each Owner or Occupant, upon closing on the purchase of his/her Lot or occupancy of a Dwelling Unit, hereby accepts the Dwelling Unit and Lot in such condition with respect to any construction sounds during the Development Period, and releases Developer, Exclusive Builder and Builders from any and all claims arising from or relating to noise resulting from said construction within the Subdivision and adjoining property owned by Declarant during the Development Period.

ARTICLE 18 MISCELLANEOUS

18.1 No Reverter. No covenant, condition, restriction or reservation or easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

18.2 Notices. Any notice required or permitted to be given to an Owner or Tenant by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to his or her last address as it appears on the records of the Association.

18.3 Non-Liability of Declarant. The Declarant, or its representatives, successors or assigns shall not be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration, or the Code of Regulations, whether or not such claims shall be asserted by an Owner, occupant, the Association, or by any Person claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located however caused.

18.4 Right to Cure, Mediation and Arbitration of Alleged Defects: The Association and/or any Owner of a Lot must provide Declarant, Exclusive Builder and/or Builder with notice and reasonable opportunity to cure any claim by the Association or Unit Owner arising out of or in any way relating to alleged defects by Declarant in developing the Subdivision or in the workmanship and/or materials used by the Exclusive Builder or Builder in the construction of a Dwelling Unit. If the claim is not resolved to the Association's and/or any Owner's reasonable satisfaction, any such claim, regardless of the legal theory under which it is brought or the remedies sought shall be settled by mediation pursuant to the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association. If within thirty (30) days after service by the Association and/or Owner upon Declarant, Exclusive Builder and/or Builder of a written demand for mediation, the mediation does not result in complete settlement of the dispute, then any unresolved claim shall be settled by binding arbitration administered by the American Arbitration Association pursuant to its Construction Industry Arbitration and Mediation Rules, except to the extent that specific arbitration provisions are set forth herein. The claims shall be adjudged by using the Industry Standards Manual published by the Home Builders Association of Cincinnati, Ohio in effect as of the date of this Declaration as the relevant and applicable building standards. Judgment on the arbitration award rendered by the arbitrators may be entered in any court having jurisdiction thereof and shall be binding and conclusive as to all parties and no appeal may be taken by any party.

The following specific arbitration provisions shall apply: (a) the arbitration will be administered by the Cincinnati, Ohio office of the American Arbitration Association; (b) the arbitration panel shall consist of three arbitrators, with each of the three arbitrators being selected by the American Arbitration Association using its standard listing process; provided, however, such arbitrators shall be familiar with residential construction and development in the Greater Cincinnati area; (c) each party shall be entitled to take a maximum of two depositions lasting no more than a total of eight hours; (d) the arbitration award shall be in writing, shall be signed by a majority of the arbitrators, and shall include a detailed statement regarding the reasons for the award; (e) the arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees including the arbitrator's fees, administrative fees, travel expenses, witness fees, and attorneys' fees; and (f) except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties

18.5 Construction. The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all Persons benefited or bound by the provisions of this Declaration.

18.6 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

18.7 Headings. The headings of the Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

18.8 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa.

18.9 Conflict. In the event of a conflict between the Restrictions or any one or more of them and other private restrictions which may be recorded before or after this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

18.10 Covenants Running with Land. This Declaration and all amendments hereto shall be, and shall be construed as, covenants running with the land, shall be binding upon Declarant, any mortgagee, the Association, its Members, each Owner, each Occupant and all claiming under each Owner or Occupant, and shall (regardless of whether or not any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by: (i) Declarant, (ii) the Association, and (iii) each Owner and all claiming under each Owner.

18.11 Right of Entry. The Association, Declarant, Exclusive Builder and/or Builder shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Property.

18.12 Condemnation. In the event any Lot or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement shall be the property of the Owner and the holder of the first mortgage, to the extent of their respective interests. Each Owner shall give the holder of a first mortgage on the Owner's Lot timely written notice of such proceeding or proposed acquisition.

In the event the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or other sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Owners and their mortgagees, as their interests appear.

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IN WITNESS WHEREOF, Declarant has caused this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Stonelake at River's Bend to be executed by its duly authorized officer as of the day and year first above written.

LIFESTYLE COMMUNITIES BY MILLER-VALENTINE
AT STONELAKE LLC
an Ohio limited liability company

By: Lifestyle Communities by Miller-Valentine LLC
an Ohio limited liability company
Its: Sole Member

By: [Signature]
Print Name: DAVID R. LIETTE
Authorized Signer

By: [Signature]
Print Name: ERIC JOO
Authorized Signer

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 1ST day of AUG., 2007,
by DAVID R. LIETTE + ERIC JOO, as AUTHORIZED SIGNERS of Lifestyle Communities by Miller-
Valentine LLC, an Ohio limited liability company, as sole Member of LIFESTYLE
COMMUNITIES BY MILLER-VALENTINE AT STONELAKE LLC, an Ohio limited liability
company on behalf of the corporation.



[Signature]
Notary Public

DONNA R. ALLEN
Notary Public, State of Ohio
My Commission Expires Nov. 17, 2007

EXHIBIT A

[Legal Description]

EXHIBIT B

Loan Agreement(s) and Promissory Note(s) to fund Operating Deficit(s) pursuant to Section 4.11 of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Stonelake at River's Bend shall conform with the following provisions which shall govern the terms and conditions of said Agreement(s) and Notes(s):

1. Type of Note:

The Note(s) may be issued in any of the following forms:

(a) Demand Note:

This type of Note shall be payable on the date of demand by Lender; or

(b) Open-end Note:

This type of Note shall permit additional borrowing and prepayment of principal, without penalty; or

(c) Closed-end Note:

This type of Note shall not permit additional borrowing against this note; but prepayment of principal, without penalty, shall be permitted.

2. Method of Payment:

Repayment of the loan(s) may be by any of the following methods:

(a) Installment Plan:

This method of payment shall require payments, of both principal and interest, at regular intervals over the term of the loan; or

(b) Lump Sum Payment:

This method of payment shall require Periodic payments, of both principal and interest, for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan; or

(c) Balloon Payment:

This method of payment shall require periodic interest payments for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan.

3. Interest:

The Interest Rate established by Lender shall be reasonable, but no greater than two (2) percentages points over the "prime rate" as published in the Wall Street Journal and shall be designated by lender to be either:

(a) Fixed:

The Lender shall establish a rate of interest at the time of the making of the Note and this rate of interest shall remain constant over the term of the Note; or

(b) Variable:

The Lender can periodically adjust the interest rate in accordance with fluctuations in the "prime rate" as published in the Wall Street Journal.

Furthermore, Interest shall be designated by Lender to be either:

(a) Compound:

Interest shall be paid on both the principal and the previously accumulated interest; or

(b) Simple:

Interest shall be paid on the principal only and not on accumulated interest.

4. Limit on Term:

The Note(s) may be issued for a term up to, but not to exceed, ten (10) years.

5. Waiver of Defenses:

Borrower shall waive presentment, demand, protest, and notice of demand, protest, non-payment and dishonor. Borrower shall also waive all defenses based on surety ship or impairment of collateral.

6. Agreement(s) and Note(s) shall contain clauses addressing the following issues:

- (a) Order of payment
- (b) Default
- (c) Expenses
- (d) Omission or waiver by Lender
- (e) Severability
- (f) Choice of law

CONSENT AND SUBORDINATION OF MORTGAGEE

The Huntington National Bank, an Ohio banking corporation (f/k/a Sky Bank), and the holder of certain Open End Construction Mortgages to the premises recorded in Official Record Volume 4287, Page 471 and Official Record Volume 4287, Page 482, of the Warren County, Ohio Recorder's Records (collectively, the "Mortgages"), hereby consents to the execution and delivery of the foregoing Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Stonelake, with exhibits thereto (the "Declaration"), and to the filing thereof, in the office of the County Recorder of Warren County, Ohio, and further subjects and subordinates the above-described Mortgages to the provisions of the foregoing Declaration.

IN WITNESS WHEREOF, The Huntington National Bank, by its authorized officer, has caused the execution of this Consent this 2nd day of November, 2007.

THE HUNTINGTON NATIONAL BANK, an Ohio
banking corporation (f/k/a Sky Bank)

By: Richard J. Demko
Name: Richard J. Demko
Title: Vice President

STATE OF OHIO)
 : ss:
COUNTY OF HAMILTON).

The foregoing instrument was acknowledged before me this 2nd day of November, 2007, by Richard J. Demko, as Vice President of The Huntington National Bank, an Ohio banking corporation, on behalf of the corporation.

Donna R. Wheatcraft
Notary Public

This Instrument Prepared By:

Jody T. Klekamp, Esq.
Keating, Muething & Klekamp PLL
One East Fourth Street
Suite 1400
Cincinnati, Ohio 45202
(513) 579-6400



Donna R. Wheatcraft, Notary Public
In and For the State of Ohio
My Commission Expires April 12, 2009

(U)

DECLARATION OF EASEMENT FOR INGRESS AND EGRESS

THIS DECLARATION OF EASEMENT FOR INGRESS AND EGRESS (the "Declaration") is made as of the 20th day of November, 2007 by LIFESTYLE COMMUNITIES BY MILLER-VALENTINE AT STONELAKE LLC, an Ohio limited liability company, whose address is 9349 Waterstone Boulevard, Cincinnati, Ohio 45249 ("Declarant"), under the following circumstances:

A. Declarant is the owner in fee simple of certain real property located in the Village of South Lebanon, Warren County, Ohio and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Declarant intends to build single family homes on the Property as part of a planned unit development ("PUD") approved by the Village of South Lebanon ("Village"), which will be subject to the terms and conditions of a Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Stonelake at River's Bend (the "Stonelake at River's Bend Declaration").

C. Declarant has constructed a private roadway (the "Existing Roadway") on part of the Property, which Roadway connects and adjoins to Sunny Lane, a dedicated public street. The actual location of the Existing Roadway is described in Exhibit B attached hereto and made a part hereof.

E. In addition, Declarant has installed or intends to install underground utilities (the "Common Utilities"), including without limitation, electrical, telephone, water and/or sewer, in or under the Existing Roadway.

F. Declarant intends that the Existing Roadway and the Common Utilities serve and benefit Declarant, the owners of the single family homes which may be constructed on the Property (the "Stonelake at River's Bend Homeowners"), and the owners of any single family residence which may be constructed on the Property and not subject to the Stonelake at River's Bend Declaration (the "Residences Owners"). As used herein, "Residence" shall mean any structure occupied and used or designed to be occupied and used by one (1) family as a permanent place of abode.

G. Declarant intend that the Common Utilities be maintained and repaired and that the Existing Roadway be maintained in good repair and condition, free of snow, ice and debris for the convenience and benefit of Declarant and of Declarant's successors, assigns, and grantees of any part of the Property.

NOW THEREFORE, in consideration of the foregoing, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration, which, together with all amendments hereto (a) shall be construed as covenants running with the land, and (b) shall be binding upon Declarant, all mortgagees, all present and future owners of all or any part of the

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Pages: 10

Property, and their respective heirs, successors, assigns, and all claiming under or through any of them.

1. ROADWAY AND UTILITY EASEMENT. Each of the Stonelake at River's Bend Homeowners, and Residence Owners (collectively the "Owners") are hereby granted a perpetual, non-exclusive easement (the "Roadway Easement"), appurtenant to the part of the Property owned by such Owners, to be used in common with Declarant, its successors, assigns and agents, on, over and across the Existing Roadway, to be used and enjoyed by such Owners, and such Owners' tenants, invitees, licensees and all other persons using the Existing Roadway for the benefit of such Owners and/or for the benefit of Declarant, for ingress and egress to and from any condominium unit, patio homes, recreational facilities or other structure located on the Property (collectively, the "Structures") and public and private roadway contiguous to the Property, to freely pass and repass on foot and/or with vehicles for all lawful purposed incident to or proper to the use and enjoyment of the Existing Roadway.

Further, each of the Owners is hereby granted a perpetual, non-exclusive easement in, under and across the Existing Roadway to use the Common Utilities.

2. USE OF THE ROADWAY. Each of the Owners shall use the Existing Roadway with due regard for the rights of the other Owners and Declarant to use the same, and no person shall use or permit the use of the Existing Roadway in any manner which impairs the rights of others to its use. Except as otherwise determined by the Association, no person shall park or store vehicles upon the Existing Roadway, nor shall any person store other personal property on, or obstruct or encroach upon, nor permit the obstruction of, or encroachment upon, the Existing Roadway, in any manner whatsoever, without the concurrence of all other Owners entitled to use the Existing Roadway.

3. REPAIR AND MAINTENANCE EXPENSES FOR THE ROADWAY: INSURANCE EXPENSES. Each of the Owners shall pay his/her proportionate share of the costs of maintaining, repairing and improving the Existing Roadway, including without limitation the costs of removing snow, ice and debris ("Repair and Maintenance Expenses") and of maintaining the liability insurance provided for in Section 9 hereof ("Insurance Expenses"). Each such Owner's proportionate share of the Repair and Maintenance Expenses and the Insurance Expenses will be a fraction, the numerator of which is the total number of Stonelake at River's Bend Homes and/or Residences owned by such Owner, and the denominator of which is the total number of Stonelake at River's Bend Homes and/or Residences located upon the Property as of the time the costs and expenses are incurred. Where an Owner is a Stonelake at River's Bend Homeowner, his/her proportionate share of the Repair and Maintenance Expenses and the Insurance Expenses shall be paid by him/her to Stonelake at River's Bend Homeowners' Association, Inc. (the "Association") as part of the common expenses of the Association. The Association shall be responsible for collecting each of its owners' proportionate share of the Repair and Maintenance Expenses and Insurance Expenses.

4. NEED FOR REPAIR AND MAINTENANCE. The Roadway shall be maintained in good repair, free of snow, ice and debris, and in a condition substantially similar to

that of its original construction. The decision to perform maintenance (which shall include snow, ice and debris removal) or make repairs or improvements shall be made by the Association. If the Stonelake at River's Bend Homeowners and/or Residence Owners object to the performance of such repairs, maintenance and/or improvements, then such Owner or Owners may submit the question to the American Arbitration Association, Cincinnati, Ohio office ("AAA") which shall decide the matter. Any initial deposit required by the AAA to secure the costs of the arbitration proceedings, shall be paid by the Owner or Owners requesting the arbitration. The costs of the arbitration shall be paid as the AAA may direct. Notwithstanding the foregoing, if any of the Stonelake at River's Bend Homeowners or Residence Owners believes that the Existing Roadway is in need of maintenance, repairs and/or improvements which the Association has, after thirty (30) days following the Association's receipt of such Owner's request for repairs, maintenance and/or improvements, refused to cause the same to be performed, notice of which refusal shall be delivered by the Association to such Owner or Owners within five (5) days following the expiration of the thirty-day period, then any such Owner or Owners may submit the question of whether repairs, maintenance and/or improvements to the Existing Roadway are necessary to the AAA which shall decide the matter. Any decision rendered by the AAA shall be binding upon each of the Owners affected thereby. Any initial deposit required by the AAA to secure the costs of the arbitration proceeding shall be paid by the Owner or Owners requesting the arbitration. The costs of the arbitration proceeding shall be paid as the AAA may direct.

5. PAYMENT OF REPAIRS AND MAINTENANCE EXPENSES AND INSURANCE EXPENSES. Whenever maintenance, repairs and/or improvements are performed in accordance with this Declaration, or whenever a premium for the insurance required by Section 9 hereof is due, the Association shall, within thirty (30) days after the Association's receipt of bills or invoices from the party performing such repairs, maintenance and/or improvements, or providing such insurance, deliver to each of the Residence Owners, a notice setting forth the total amount of such Owner's proportionate share of the cost therefor. Each of the Owners, by acceptance of a deed or other instrument of conveyance for all or any part of the Property hereby accepts the obligation to pay his/her proportionate share of the Repair and Maintenance Expenses and Insurance Expenses ("Assessment") to the Association within twelve (12) days after the due date indicated on the notice. There shall be a late charge of ten percent (10%) per annum on any Assessment that is not paid within the stipulated ten (10) day grace period. All such Assessments are the personal obligation of the Owners of the Property and no Owner may waive or eliminate such obligation by non-use of the Existing Roadway or by abandonment of the part of the Property owned by him/her.

6. LIENS. In addition to any other remedy which may exist at law or in equity, if any Assessment is not paid when due, the amount thereof, together with any interest thereon, as provided in Section 5 above, shall constitute a lien on the respective Stonelake at River's Bend Home, or land and Residence of such defaulting Owner in favor of the Association prior to all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments and liens of record in favor of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio, to the extent made superior by applicable law. The Association may record a notice of lien with the Recorder of Warren County, Ohio, in any legally recordable form. Non-payment of any Assessment shall be

deemed and is hereby declared to be the happening of a condition or event that creates an interest in real estate.

7. ENFORCEMENT OF LIEN. Any lien established hereunder may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale, and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of the State of Ohio. In any such enforcement proceeding the amount which may be recovered by the Association shall include all costs of such proceeding, including reasonable attorneys' fees. In any such foreclosure sale, the Association may become the purchaser.

8. SUBORDINATION OF LIEN TO FIRST MORTGAGE. When the mortgagee of a first mortgage of record or other purchaser of any part of the Property acquires title thereto as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, his or her heirs, successors and assigns, shall not be solely liable for the Assessments chargeable to such Property which become due prior to the acquisition of title by such acquirer. Any lien levied against such Property pursuant to the terms hereof shall be canceled and voided and shall become unenforceable. Such unpaid Assessments shall be collected from all the Owners, including the new acquirer of title, in the same proportions as provided in Sections 3 and 5 hereof.

9. PUBLIC LIABILITY INSURANCE. The Association shall insure itself, its members, and all of the other Owners against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Existing Roadway. Such insurance shall afford protection to a limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) in respect to damage to or destruction of property arising out of any one accident.

10. RESTRICTION ON DEDICATION OF ROADWAY. Declarant agrees that, as part of the approval of the PUD, that the Roadway shall remain a private street. Therefore, Declarant covenants that Declarant will not seek to have such streets converted to public streets or otherwise dedicated to the Village. Upon the transfer of the Roadway to the Association as part of the Common Areas of the Association, the Association shall not be permitted to seek to have such streets converted to public streets or otherwise dedicated to the Village. This restriction shall remain in effect for so long as this Declaration is in place and shall be binding upon Declarant, the Association, and their respective successors, assigns and designees.

11. NOTICES. Any notice required or permitted to be given to the Association shall be deemed given when mailed by United States mail, postage prepaid, addressed to the statutory agent of such Association. Any notice required or permitted to be given to any of the other Owners, shall be deemed given when delivered personally to the part of the Property owned by

such Owner, or when mailed by United States mail, postage prepaid, addressed to such Owner's last known address.

12. INVALIDITY. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

13. HEADINGS. The headings of the sections of this Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

14. GENDER. Throughout this Declaration, the masculine gender shall be deemed to include, where appropriate, the feminine and neuter, and the singular, plural and vice versa.

15. LIABILITY. Neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or in its (or its representative) capacity as Declarant, contractor, owner, manager or seller of the Property, regardless of by whom such claim is asserted.

16. SUCCESSORS AND ASSIGNS. This Declaration shall be binding upon and inure to the benefit of Declarant, its successors, affiliates, or assigns.

17. NON-MERGER. Declarant intends that no merger of the easements set forth in this Declaration shall occur by reason of the same person or entity holding title to the Property or any portion thereof.

18. AMENDMENT OR TERMINATION. No part of this Declaration may be amended or terminated without the prior written consent of the owner(s) of the Roadway and the Village.

19. RELATIONSHIP OF PARTIES. This Declaration shall not create an association, partnership, joint venture or a principal agency relationship between Declaration, the Village, the Association or any future owners of lots in the Property.

[The Remainder of this Page is Intentionally Left Blank]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date and year first above written.

**LIFESTYLE COMMUNITIES BY MILLER-VALENTINE
AT STONELAKE LLC**

an Ohio limited liability company

By: Lifestyle Communities by Miller-Valentine LLC
an Ohio limited liability company

Its: Sole Member

By: [Signature]

Print Name: DAVID R. LIETTE
Authorized Signer

By: [Signature]

Print Name: ERIC JDO
Authorized Signer

STATE OF OHIO)

: SS:

COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 1ST day of AUG, 2007, by DAVID R. LIETTE + ERIC JDO, as AUTHORIZED SIGNERS of Lifestyle Communities by Miller-Valentine LLC, an Ohio limited liability company, as sole Member of LIFESTYLE COMMUNITIES BY MILLER-VALENTINE AT STONELAKE LLC, an Ohio limited liability company on behalf of the corporation.



[Signature]
Notary Public

DONNA R. ALLEN
Notary Public, State of Ohio
My Commission Expires Nov. 17, 2007

EXHIBIT A

Legal Description of the Property

Situate in the Village of South Lebanon, Hamilton Township, Warren County, Ohio, Virginia Military Survey No. 1547 and being all of Lots 1 through 65 and Open Space Lot, as shown on the Record Plat for Stone Lake recorded in Plat Book 78, Pages 38 & 39 Warren County, Ohio records.

Lot 1	-	12-01-477-008	Lot 33	-	12-01-477-040
Lot 2	-	12-01-477-009	Lot 34	-	12-01-477-041
Lot 3	-	12-01-477-010	Lot 35	-	12-01-477-042
Lot 4	-	12-01-477-011	Lot 36	-	12-01-477-043
Lot 5	-	12-01-477-012	Lot 37	-	12-01-477-044
Lot 6	-	12-01-477-013	Lot 38	-	12-01-477-045
Lot 7	-	12-01-477-014	Lot 39	-	12-01-477-046
Lot 8	-	12-01-477-015	Lot 40	-	12-01-477-047
Lot 9	-	12-01-477-016	Lot 41	-	12-01-477-048
Lot 10	-	12-01-477-017	Lot 42	-	12-01-477-049
Lot 11	-	12-01-477-018	Lot 43	-	12-01-477-050
Lot 12	-	12-01-477-019	Lot 44	-	12-01-477-051
Lot 13	-	12-01-477-020	Lot 45	-	12-01-477-052
Lot 14	-	12-01-477-021	Lot 46	-	12-01-477-053
Lot 15	-	12-01-477-022	Lot 47	-	12-01-477-054
Lot 16	-	12-01-477-023	Lot 48	-	12-01-477-055
Lot 17	-	12-01-477-024	Lot 49	-	12-01-477-056
Lot 18	-	12-01-477-025	Lot 50	-	12-01-477-057
Lot 19	-	12-01-477-026	Lot 51	-	12-01-477-058
Lot 20	-	12-01-477-027	Lot 52	-	12-01-477-059
Lot 21	-	12-01-477-028	Lot 53	-	12-01-477-060
Lot 22	-	12-01-477-029	Lot 54	-	12-01-477-061
Lot 23	-	12-01-477-030	Lot 55	-	12-01-477-062
Lot 24	-	12-01-477-031	Lot 56	-	12-01-477-063
Lot 25	-	12-01-477-032	Lot 57	-	12-01-477-064
Lot 26	-	12-01-477-033	Lot 58	-	12-01-477-065
Lot 27	-	12-01-477-034	Lot 59	-	12-01-477-066
Lot 28	-	12-01-477-035	Lot 60	-	12-01-477-067
Lot 29	-	12-01-477-036	Lot 61	-	12-01-477-068
Lot 30	-	12-01-477-037	Lot 62	-	12-01-477-069
Lot 31	-	12-01-477-038	Lot 63	-	12-01-477-070
Lot 32	-	12-01-477-039	Lot 64	-	12-01-477-071
Open Space Lot			Lot 65	-	12-01-477-072

EXHIBIT B

Legal Description of the Property

Situate in the Village of South Lebanon, Hamilton Township, Warren County, Ohio, Virginia Military Survey No. 1547 and being all of Lot 65 an Open Space Lot, as shown on the Record Plat for Stone Lake recorded in Plat Book 78, Pages 35-39, Warren County, Ohio records.

Open Space Lot

Lot 65

12-01-477-072 *SD*

Easement Only

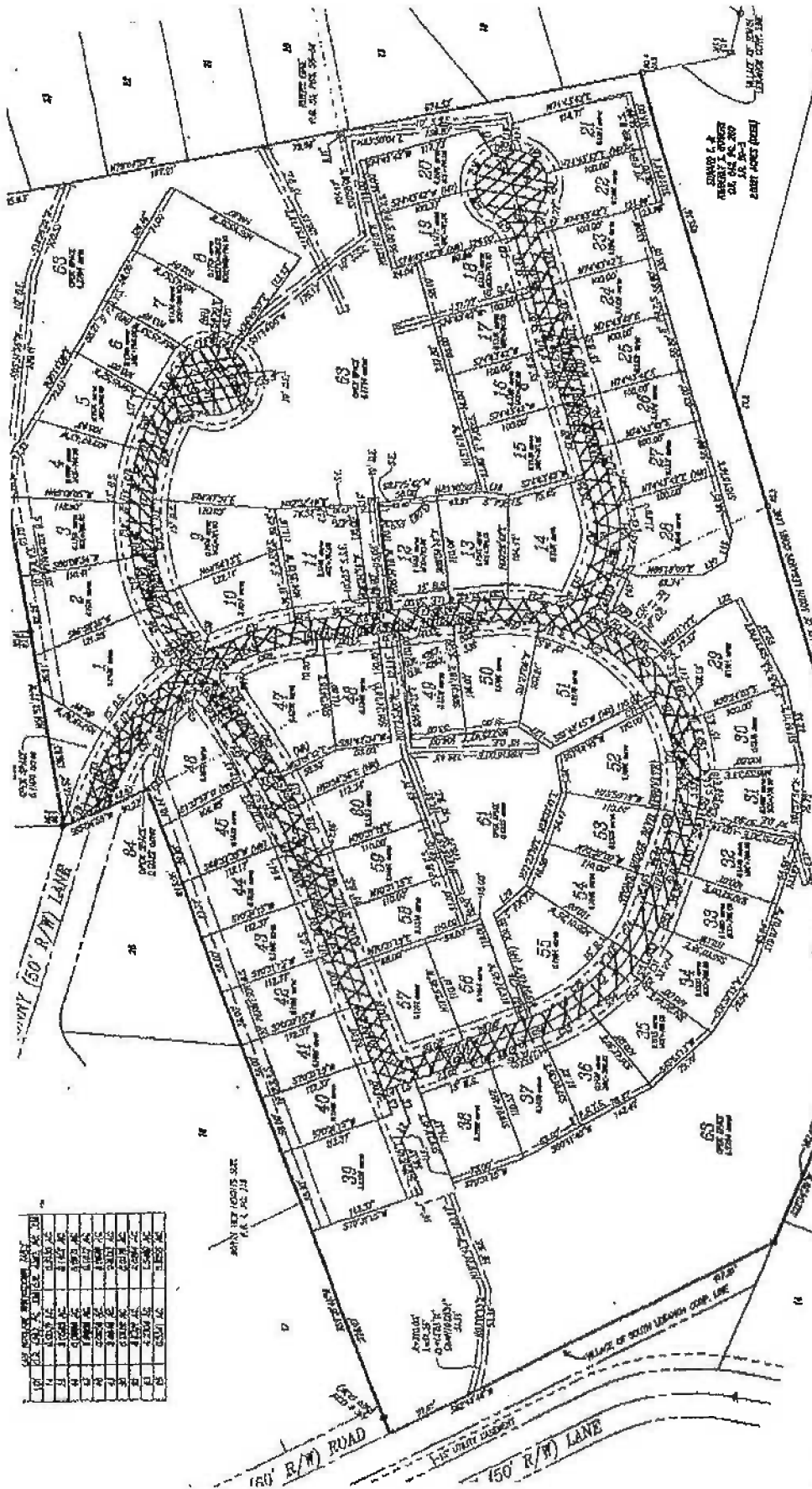


EXHIBIT B

Existing Roadway



OWNER: J. J. JONES
 1/2 AC. 1/4 SEC. 10, T. 10 N., R. 10 E., S. 10 E.
 42700 ACRES (200)

NOTES:
 1. THIS PLAT IS BASED UPON A FIELD SURVEY MADE UNDER THE SURVEYOR'S EYES AND THAT ALL DIMENSIONS AND BEARINGS ARE AS SHOWN.
 2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 3. ALL CORNERS ARE TO BE SET AT ALL CORNERS AND AT ALL INTERSECTIONS.
 4. ALL LOTS ARE TO BE CONVEYED BY DEED.
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 10. ALL LOTS ARE TO BE CONVEYED BY DEED.

GRAPHIC SCALE



LOT	ACRES	FEET	INCHES
1	1.0000	143.28	14.33
2	1.0000	143.28	14.33
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LOT	ACRES	FEET	INCHES
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CONSENT AND ACKNOWLEDGMENT

The Huntington National Bank, an Ohio banking corporation (f/k/a Sky Bank), and the holder of a certain mortgage deed to the premises recorded in Official Record Volume 4287, Page 471 and Official Record Volume 4287, Page 482, of the Warren County, Ohio Recorder's Records, hereby consents to the execution and delivery of the foregoing Declaration of Easement of Ingress and Egress, with exhibits thereto (the "Declaration"), and to the filing thereof, in the office of the County Recorder of Warren County, Ohio, and further subjects and subordinates the above-described mortgages to the provisions of the foregoing Declaration with attached exhibits.

IN WITNESS WHEREOF, the Huntington National Bank, by its authorized officer, has caused the execution of this Consent this 30th day of November, 2007.

THE HUNTINGTON NATIONAL BANK, an Ohio
banking corporation (f/k/a Sky Bank)

By: _____

Name: _____

Title: Vice President

STATE OF OHIO)

: ss:

COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 30th day of November, 2007, by Richard J. Demko, as Vice President of The Huntington National Bank, an Ohio banking corporation, on behalf of the corporation.

Donna R. Wheatcraft
Notary Public

This Instrument Prepared By:

Jody T. Klekamp, Esq.
Keating Muething & Klekamp PLL
One East Fourth Street
Suite 1400
Cincinnati, Ohio 45202
(513) 579-6400



Donna R. Wheatcraft, Notary Public
In and for the State of Ohio
My Commission Expires April 12, 2009

**CODE OF REGULATIONS
OF
STONELAKE AT RIVER'S BEND HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE 1.
NAME AND LOCATION**

The name of the corporation is Stonelake at River's Bend Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 9349 Waterstone Boulevard, Cincinnati, Ohio, Attention: Mark Morrison, but meetings of Members of the Association and Board of Trustees may be held at such places within the State of Ohio as may be designated by the Board of Trustees.

**ARTICLE 2.
DEFINITIONS**

Each of the defined terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions and Reservations of Basements for Stonelake at River's Bend ("Declaration") made by Lifestyle Communities by Miller-Valentine at Stonelake LLC, an Ohio limited liability company ("Declarant") dated August 1, 2007, and of record at the Warren County, Ohio Recorder's office. The Declaration may be, from time to time, amended or supplemented.

**ARTICLE 3.
MEETING OF MEMBERS**

Section 3.1 Annual Meetings. The first Annual Meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, on such date as the initial Board shall determine. Each subsequent Annual Meeting of the Members shall be held in the State of Ohio, within the fourth quarter of each calendar year, upon proper notice, at a date, time and place as may be reasonably set by the Board of Trustees (sometimes hereinafter referred to as "Board" or "Trustee(s)"). If the day for the Annual Meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Each Annual Meeting shall be open to all Members.

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board. Special meetings shall be called by the President upon written request, delivered to the President in person or by certified mail, of Members having at least twenty-five percent (25%) of the voting power of all Members. Upon receipt of this request, the President shall immediately cause written notice to be given of the special meeting to be held on a date not less than seven (7) nor more than thirty (30) days after receipt of this request. If written notice is not given to the Members within ten (10) days after the delivery of the request, the Members making the request may call the special meeting and give written notice of it.

Section 3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days, but no more than thirty (30) days before such meeting to each Member entitled to vote thereat. The notice shall be addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the date, time and place of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of the date, time and place, and purpose(s) of any meeting of Members may be waived by any Member, before or after the meeting, by a writing filed with the records of the Association. The attendance of any Member at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice, shall be deemed a waiver by the Member of notice of the meeting.

Section 3.4 Quorum; Adjournment. Except as may be otherwise provided by law, the Articles of Incorporation, the Declaration, or these Code of Regulations, there shall be a quorum at any meeting of Members where Members who hold at least thirty percent (30%) of the total voting power of Members in good standing are present, in person or by proxy. For a vote on any matter to be valid, the quorum requirement must be met at the time of completion of that vote. If such quorum shall not be present or represented at any meeting, a majority of the Members entitled to vote thereat, shall have power to adjourn that meeting to a day which is not more than one (1) week from the day the original meeting was called. Notice of the adjournment may not be given if the time and place to which the meeting is adjourned are fixed and announced at the original meeting. When the meeting reconvenes, the quorum requirement shall be lowered to twenty percent (20%) of the total voting power of the Members in good standing which must be present, in person or by proxy.

Section 3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. The person designated a proxy need not be a Lot Owner. All proxies shall be in writing and filed with the Secretary at least twenty-four (24) hours prior to the meeting, except that the Board may waive this time requirement for a particular meeting if the waiver would not delay the meeting and would otherwise be fair and reasonable. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, except as otherwise provided in the Declaration or the Articles of Incorporation, about the proxy given to the Declarant. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Lot, the presentation to the Board of Trustees of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation.

Section 3.6 Voting by Mail by Association Members. Any Member may cast his written vote by mail on any proposal voted upon at any meeting of the Members of the Association by sending such written vote to the Secretary of the Association within the period seven (7) days before the date of the meeting. Such written votes shall be filed with the records of the Association and, in no event, shall any action be taken or approved by the Association with the approval of any less than the percentage of voting power required by the provisions of the Declaration or without the consent of any party that is required by any of said provisions. Members who have voted by mail shall not be counted in determining whether the quorum has been met at a meeting of the Members.

Section 3.7 Members. Every Lot Owner shall be a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. During

the Control Period (as defined in the Declaration), the Association shall have Class A Members (being all Owners except Declarant and Builders) and Class B Members (Declarant and Builders). At such time as the Class B Membership shall terminate, the Declarant and Builders, if they are then a Lot Owner, shall become a Class A Member and continue as such so long as they shall remain a Lot Owner. Class B Membership shall terminate upon the expiration of the Control Period.

Section 3.8 Voting. Each Class A Member shall be entitled to one (1) vote for each Lot owned by such Class A Member; provided that any Class A Member with respect to whom a notice of Default has been issued by the Board pursuant to the Declaration, or who has had his or her right or privilege of use and enjoyment of the Common Elements suspended pursuant to the Declaration, shall not be entitled to vote during any period in which any such Default or suspension continues; and further provided that if a Lot shall be owned by more than one (1) Lot Owner, such Lot Owners shall be deemed to constitute a single Class A Member as to such Lot for purposes of this Section 3.8. The Class B Members shall have seven (7) votes for each Lot in which the Declarant holds the interest otherwise required for Class A membership multiplied by the number of Dwelling Units located or proposed by the Declarant to be located on such Lot, provided, however, that each Class B membership shall terminate upon the expiration of the Control Period. At such time as Class B membership shall terminate, the Declarant which, for any Lot, holds an interest therein otherwise required for Class A membership, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

Unless otherwise expressly set forth by law, the Declaration, the Articles of Incorporation or these Code of Regulations, the affirmative vote of fifty-one percent (51%) of the voting power of the Members voting on any matter at a meeting of Members shall be sufficient to determine that matter, provided that any quorum requirement is met at the time of completion of that vote.

Section 3.9 Order of Business. The order of business at all meetings of Members shall be as follows: i) calling of meeting to order; ii) roll call, determination of whether there is a quorum; iii) proof of notice of meeting or waiver of notice; iv) reading of minutes of preceding meeting; v) reports of Officers; vi) reports of committees; vii) election of the Board of Trustees (when appropriate); viii) unfinished and/or old business; ix) new business; x) adjournment.

Section 3.10 Action by Association Members Without a Meeting. Any action which may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting in a writing or writings signed by Members having a simple majority of the total voting power of all Members in good standing which writing or writings shall be filed with the records of the Association. Written notice of any action proposed to be taken by such written consent of Members shall be sent to all parties who are entitled to notices under the Declaration not less than five (5) days prior to commencing the circulation of the action for written consent among the Members.

Section 3.11 Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Trustees who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any Assessment due to the Association.

ARTICLE 4.
BOARD OF TRUSTEES-TERM OF OFFICE

Section 4.1 **Number and Term of Office.** Until the Control Period Special Meeting (as hereinafter defined), the initial Board shall consist of three (3) persons appointed by the Class B Members who shall serve until their respective successors are elected and qualified. Trustees appointed by the Declarant need not be Members of the Association. However, a Trustee elected by Class A Members shall be a Lot Owner or a spouse of a Lot Owner, except that if a Lot Owner is a corporation, partnership, joint venturer, or other entity, the Lot Owner may elect as a Trustee an officer, partner, joint venturer, or like individual affiliated with this Lot Owner.

Within ninety (90) days after the expiration of the Control Period, the President of the Association shall call a special membership meeting ("Control Period Special Meeting"). At the Control Period Special Meeting, all Declarant appointed Trustees shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a new Board consisting of five (5) Trustees, all of which must meet the requirements provided for in the preceding paragraph. The terms of said elected Trustees shall be from one (1) to three (3) years, as determined by the Board, so that in any one (1) year thereafter, the terms of no more than three (3) nor less than two (2) Trustees shall expire. The three (3) Trustees with the most votes shall be the Trustees who shall serve the three-year term. Additionally, after the Control Period Special Meeting, all Trustees, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

Notwithstanding anything above to the contrary, the Class B Members may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members, the Class B Member's right to appoint one or more Trustees at such Annual Meeting pursuant to this Section.

Section 4.2 **Resignation; Removal; Vacancies.** A Trustee may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

A Trustee appointed by Declarant may be removed by Declarant at any time, with or without cause. An elected Trustee whose removal has been proposed by a Lot Owner shall be given an opportunity to speak at any Annual Meeting or special meeting of the Members, after which that Trustee may be removed, with or without cause, by a majority vote of the Members voting at a meeting of the Members.

If a vacancy is created because of resignation, removal, or death, a successor shall be appointed or elected to serve for the unexpired term of the departed Trustee. Declarant shall appoint a successor for any appointed Trustee, and the Members shall elect a successor for any elected Trustee using the procedure set forth in Section 4.1 above, at any Annual Meeting of the Members or at any special meeting of the Members called for the purpose of filling this vacancy.

Section 4.3 Compensation. No Trustee shall receive compensation for any service he or she may render to the Association, however, any Trustee shall be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE 5. NOMINATION AND ELECTION OF TRUSTEES

Section 5.1 Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each Annual Meeting of the Members, to serve from the close of such Annual Meeting until the close of the next Annual Meeting and such appointment shall be announced at each Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among Members or non-members. Notwithstanding the foregoing, as long as Declarant has the right to appoint all Trustees, Declarant also has the right to nominate all Trustees.

Section 5.2 Election. Elections to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Code of Regulations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 6. MEETINGS OF TRUSTEES

Section 6.1 Annual Organizational Board Meeting. The Annual Organizational Board Meeting of the Board shall be held within ten (10) days after each Annual Meeting of the Members, at such time and place as shall be fixed by the Board.

Section 6.2 Regular Meetings. Unless waived by the Board regular meetings of the Board shall be held no less than quarterly, on the date and at the time and place fixed from time to time by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.3 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by a majority of Trustees.

Section 6.4 Notice of Meetings; Attendance by Members. Notice of the date, time, and place of organizational, regular, and special meetings of the Board shall be given to each Trustee by personal delivery, mail, facsimile, telegram or telephone at least seven (7) days before the meeting. The notice need not specify the purposes(s) of the any meeting. Notice of the date, time and place of any meeting may be waived by a Trustee, before or after the meeting, by a writing filed with or entered upon the records of the meeting. Attendance of a Trustee at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed a waiver by the

Trustee of notice of the meeting.

No notice need be given to non-Trustee Members of organizational, regular, or special meetings of the Board, however, a non-Trustee Member may attend any organizational, regular, or special meeting of the Board, but may not participate in any such meeting unless given permission to do so by the President or other officer of the Association who is presiding at the meeting. A non-Trustee Member may not vote at a meeting of the Board.

Section 6.5 Waiver of Notice. Any requirement of notice to a Trustee provided under this Article 6 may be waived by the Trustee entitled thereto by written waiver of such notice signed by the Trustee and filed with the Secretary of the Association. Attendance at a meeting is considered waiver of notice.

Section 6.6 Quorum; Adjournment. A simple majority of the Trustees then in office shall constitute a quorum for any meeting, provided that the quorum requirement must be met at the time of completion of a vote on any matter for that vote to be valid. Whether or not a quorum is present, a majority of the Trustees present at a meeting may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

Section 6.7 Voting Power. At any meeting of the Trustees at which a quorum is present, all matters shall be determined by a majority vote of those voting on the matter, except as may be otherwise expressly provided in the Declaration and these Code of Regulations. The President may cast an additional vote to break a tie vote on any matter.

Section 6.8 Action Taken Without a Meeting. Any action which may be taken at a meeting of the Board may be taken without a meeting in a writing or writings signed by all the Trustees, which writing(s) shall be filed with the records of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE 7. POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 7.1 Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Declaration, that are not specifically and exclusively reserved to the Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) Adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of the Members, occupants and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Declare the office of a Member of the Board of Trustees to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Trustees;
- (c) Suspend the voting rights of a Member during any period in which such

Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended for any infraction of the rules and regulations relating to the Common Elements for a period not to exceed sixty (60) days for each such infraction;

(d) Obtain insurance coverage not less than that required pursuant to the Declaration;

(e) Enforce the covenants, conditions and restrictions set forth in the Declaration;

(f) Repair, maintain, and improve the Common Elements;

(g) Employ a manager, an independent contractor and/or such other employees as it deems necessary, and to prescribe their duties; and

(h) Exercise for the Association all powers, duties and authority vested in or delegated to the Association by provisions of these Code of Regulations, the Articles of Incorporation, or the Declaration not specifically reserved thereby to others, including any powers necessary or convenient to carry out its duties and authority. The powers of the Board shall be construed to be as broad as possible.

Section 7.2 Duties. It shall be the duty of the Board of Trustees to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by Members representing thirty percent (30%) of each class of Members who are entitled to vote;

(b) Supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed, with the Board having full power to hire and fire;

(c) As more fully provided in the Declaration, to:

(i) Establish, enforce, levy and collect Assessments as provided in the Declaration;

(ii) Give written notice of each Assessment to every Member subject thereto within the time limits set forth therein;

(iii) Foreclose the lien against any property for which Assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;

(d) Issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;

(f) Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

(g) Cause the restrictions created by the Declaration to be enforced; and

(h) Take all actions deemed necessary or desirable to comply with all requirements of law and the Declaration.

Section 7.3 Rules and Regulations. The Board may adopt and amend rules and regulations (hereinafter, "Rules and Regulations") for the maintenance, use, conservation, and beautification of the Property and for the health, comfort, safety, and general welfare of Members and their families, tenants, and invitees. The Board, or any committee created by the Board, may impose fines on a Member who violates, or whose family members, tenants or invitees violate the Rules and Regulations. The Board may establish a schedule of fines for particular violations of the Rules and Regulations to be paid by any Member who violates such Rules and Regulations. Any fines assessed by the Board shall be due and payable on the date the next installment of any Assessment is due. In the event that a Member shall fail to pay when due any fines assessed by the Board under this Section 7.3, then the amount of the assessed fines, in addition to any and all expenses incurred by the Board in enforcing this Section 7.3, including reasonable attorneys' fees to the extent permitted by Ohio law, may be levied as a Special Assessment against the Lot Owner in question and his or her Lot. The levying of a fine against a defaulting or delinquent Member shall not operate as a waiver of any other rights that the Board may have against such Member pursuant to the Declaration or these Code of Regulations. In the event such Rules and Regulations shall conflict with any provisions of the Declaration or these Code of Regulations, the provisions of the Declaration and of these Code of Regulations shall govern.

Section 7.4 Annual Review. The Board may arrange annually for a certified public accountant to review the Association's books. The review shall be completed prior to each Annual Meeting of the Members. Upon written request, the Board shall provide a first mortgagee with a copy of any annual review report.

ARTICLE 8. OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Officers. The Association shall have a President, Vice-President, Secretary and Treasurer. The Board may create other offices from time to time. The President, Vice-President, Secretary and Treasurer shall be Members, or representatives of the Declarant.

Section 8.2 Election of Officers. Prior to the Control Period Special Meeting, the Officers of the Association will be elected by the Board of Trustees at the Annual Organizational Board Meetings. Thereafter, the Officers of the Association will be elected by the Board of Trustees promptly after the Control Period Special Meeting and at each Annual Organizational Board Meeting

and the persons so elected shall take office immediately upon election.

Section 8.3 Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until a successor is elected, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 8.4 Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 Resignation and Removal. The Board may remove any Officer at any time, with or without cause, by a majority vote of the Trustees. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Vacancies. A vacancy in any office may be filled by appointment of the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

Section 8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall hold more than two (2) offices simultaneously. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 above, or except by resolution of seventy-five (75%) percent of the Board of Trustees. No Officer shall execute an instrument in more than one capacity if the signatures of two or more Officers are required by law, the Articles of Incorporation, the Declaration or these Code of Regulations.

Section 8.8 Duties. The duties of the Officers are as follows:

(a) President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and all meetings of the Board and shall see that orders and resolutions of the Board are carried out. The President may sign all legal instruments authorized by and on behalf of the Association.

(b) Vice-President. The Vice-President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the names and addresses of Members; give each Member a copy of any Rules and Regulations or amendments thereto; and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of accounts, specifying the receipts and expenses, together with records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Members; and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Members at the Annual Meeting, with a copy to be mailed or delivered to each Member.

Section 8.9 Reliance on Professional Advice. As long as the Trustees and the Officers are acting in good faith, the Trustees and Officers may rely upon the advice of professionals hired or retained to advise the Association. It is understood that the Trustees and Officers will, likely as not, be unpaid volunteers and will have full-time employment elsewhere.

ARTICLE 9. COMMITTEES

The Board of Trustees may appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE 10. INDEMNIFICATION PROVISIONS

In addition to any other right or remedy to which the persons hereinafter described may be entitled, under the Articles of Incorporation, Code of Regulations, Declaration, any other agreement, or by vote of the Members or otherwise, the Association shall indemnify any Trustee or Officer of the Association or former Trustee or Officer of the Association, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Trustee or Officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except as to matters as to which the Trustee or Officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be a Common Expense. In the event of a settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Trustee or Officer has not been guilty of willful misconduct or bad faith as a Trustee or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Trustee or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or

arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses. Nothing in this Article 10 shall be deemed to obligate the Association to indemnify any Member, who is or who has been a Trustee or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Member as a Member rather than as a Trustee or Officer.

ARTICLE 11. MISCELLANEOUS

Section 11.1 Service of Notices on the Board of Trustees. Notice required to be given to the Board of Trustees or to the Association may be delivered to any Trustees or Officer of the Association either personally or by certified mail addressed to such Trustee or Officer at his/her residence address.

Section 11.2 Service of Notices on Devisees and Personal Representatives. Notice required to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by certified mail to such party at his, her or its address appearing on the records of the Court within the state of such deceased Owner is being administered.

Section 11.3 Nondiscrimination. No Member (including the Declarant) and no employee, agent, or representative of a Member shall discriminate on the basis of sex, race, color, creed, familial status or national origin in sale or lease of any Lot, or in the use of the Common Elements.

Section 11.4 Non-Waiver of Covenants. No delay or failure on the part of the Board and/or on the part of any Officer in exercising any right, power or privilege or in failing to enforce a covenant, condition, obligation, or a provision contained in the Declaration, Articles of Incorporation, Code of Regulations, or Rules and Regulations shall be or be deemed to be a waiver thereof, or be or be deemed to be a waiver of any subsequent exercise of such a right, power, or privilege, or be deemed to be a waiver of any subsequent violation or breach of such covenant, condition, obligation, or privilege, nor shall any single or partial exercise of any right, power, or privilege preclude any other or future exercise thereof or preclude the exercise of any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more or all of such rights, owners, and privileges may be exercised simultaneously or consecutively.

Section 11.5 Board's Power to Bind. A lawful agreement or determination made by the Board or an Officer, in accordance with procedures established in the Declaration and Code of Regulations, shall bind all Members, their successors and their assigns.

Section 11.6 No Act of Business for Profit. These Code of Regulations shall not be construed to give the Association authority to conduct any act of business for profit on behalf of one or more Members.

Section 11.7 Books and Records. The books, records and papers of the Association shall at all time, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles of Incorporation, Code of Regulations and Rules and Regulations, if any, shall

be available for inspection by any Member at the principal office of the Association or at such other reasonable place as the Board might direct, where copies may be purchased at reasonable cost.

Section 11.8 Fiscal Year. The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Trustees.

Section 11.9 Execution of Corporation Documents. With the prior authorization of the Board of Trustees, all notes, contracts and other documents shall be executed on behalf of the Association by either the President or the Vice-President, and all checks and other drafts shall be executed on behalf of the Association by such Officers, agents or other persons as are, from time to time, by the Board, authorized so to do.

Section 11.10 Conflict. In the case of any conflict between the Articles of Incorporation and these Code of Regulations, the Articles of Incorporation shall control; and in the case of conflict between the Declaration and these Code of Regulations, the Declaration shall control.

Section 11.11 Amendments. These Code of Regulations may be amended from time to time, at any Annual Meeting or special meeting of the Members in accordance with the provisions set forth in the Declaration for amendment thereto. Notwithstanding the foregoing, the Declarant, or any person or entity whom the Declarant has designated, must consent in writing to the amendment before the amendment is effective if the amendment is passed during the Control Period.

Section 11.12 Governing Law. These Code of Regulations shall be interpreted and enforced under the laws of the State of Ohio.

Section 11.13 Perpetuities; Restraints on Alienation. If an option, privilege, covenant, or right created by the Code of Regulations shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) rule restriction restraints on alienation, or (c) any other statutory or common law rule imposing time limits, then that provision shall continue only until twenty-one years after the death of the last survivor of the now living decedents of George W. Bush, as President of the United States of America.

Section 11.14 Severability. The invalidity of part or all of any provision of the Code of Regulations shall neither impair the validity of nor affect in any manner the Declaration, the Articles of Incorporation or the rest of the Code of Regulations.

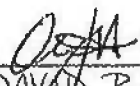
Section 11.15 Heirs, Successors and Assigns. These Code of Regulations shall be binding upon and shall inure to the benefit of the Association, the Declarant, Members and the Declarant's and Members' heirs, successors, and assigns.

Section 11.16 Interpretation. These Code of Regulations shall be interpreted reasonably and in good faith. They should not be applied so strictly so as to thwart justice or common sense. Ohio law shall control. If the Code of Regulations or the Articles of Incorporation are silent on a subject, the Trustees may follow the applicable corporation laws of Ohio and shall have all powers given to a board of Trustees under the applicable corporation laws of Ohio. These Section headings are for

convenience only and shall not affect the meaning or construction of the Code of Regulations. A reference to a specific Section without a further identification of the document containing that Section is a reference to a Section in the Code of Regulations. Where the context requires masculine, feminine and/or neuter terminology shall include the neuter, feminine and/or masculine. Any capitalized terms used herein which are not otherwise defined, shall have the meanings as defined in the Declaration.

ADOPTED this 28th day of August, 2007.

STONELAKE AT RIVER'S BEND HOMEBOWNERS'
ASSOCIATION, INC., an Ohio non-profit corporation

By: 

Name: DAVID R. UETTE

Title: PRESIDENT

StoneLake at River's Bend

RULES & REGULATIONS

The Stone Lake at River's Bend Homeowners' Association, Inc. ("Association") and its Board of Trustees ("Board") is responsible to adopt, amend and enforce Rules & Regulations regarding the administration, interpretation and enforcement of the restrictions in accordance to Article 11.5 of the Declaration.

The Board of Trustees has the authority and obligation to enforce these rules and regulations, as well as the authority to make, modify and/or repeal such rules and regulations which result in common benefits (long term or short term) to the Homeowner ("Member") and the enjoyment and use of their property (per *Article 8.6 and 11.5 of the Declaration, and Article 7.1, 7.2 and 7.3 of the Code of Regulations*).

It is the hope of the Board of Trustees that all Homeowner ("Members") recognize that the established covenants, restrictions, rules and regulations and action taken by the Board of Trustees to enforce these covenants and restrictions are aimed for the common benefit of all Homeowner ("Members"), even though such actions may be restrictive to Members who are intent on violating these covenants, restrictions, rules and regulations.

In order to meet its obligation, the Board of Trustees has established the following Rules & Regulation which are consistent with and designed to further the purpose outlined in the Declaration:

1. Homeowner Association Base Assessments are billed and paid quarterly per year and are due on the first (1st) day of each billed month (January 1st, April 1st, July 1st, and October 1st). Assessment subject to change based annual association budget review. Homeowners shall refer to Association Assessment Collection Policy (Board Resolution #2022-02 adopted July 20, 2022) for complete policy.
2. Occupancy. The maximum number of occupants permitted to live in each Dwelling Unit per legal bedroom shall be two (2) persons per bedroom.
3. Lease Rental Restrictions. In accordance to Fourth Amendment to the Declaration, no more than a total of six (6) dwelling units (10%) may be leased within the community at one given time. Homeowner is deemed to be renting or leasing his or her dwelling unit if it is not owner-occupied by immediate family members. Prior to leasing, all Owners are required to submit a rental request including a copy of rental lease agreement for board approval. Homeowners shall refer to the complete Fourth Amendment to the Declaration for the complete Rental restriction policy (Adopted November 20, 2018).
4. Pet Policy. No more than two (2) dogs and three (3) household domestic pets are permitted per dwelling unit provided that the pet is not being kept for commercial purposes or breeding. The maintenance, keeping, boarding or raising of livestock, fowl, rabbits, poultry or reptiles are strictly prohibited (Adopted February. 2015).
 - a. All pets must be kept within the confines of the Homeowner's dwelling unit or property. Every pet is required be on a hand-held leash and under the owner's complete physical control at all times when outside dwelling unit except within fenced in yard. No pets are to be in an open area unattended, to roam freely, or be tied, staked unattended per the Warren County Leash Laws.
 - b. All Pet Owners are required to immediately clean up all pet feces along community common areas and homeowners' property and properly dispose of it at their personal dwelling unit.
 - c. All pets shall should be controlled by their owner at all times and not create a disturbance or nuisance to any other Homeowner. Pet Owners are responsible for any property damage, injury or disturbance their pet may cause or inflict. All nuisance and disturbance complaints should initially be directed to the South Lebanon Sherriff Office or to Warren County Animal Control Officer before contacting the Association. All other pet complaints shall be submitted in writing to the Association.

d. Enforcement: Violators of the pet policy shall receive a warning letter. A 2nd violation will result in a \$100 fine levied to the residence of the pet owner. After three violations, any pet causing or creating a nuisance, unreasonable disturbance or noise may be required to permanently removed from the property upon 10-day written notice from the Board in accordance to 7.1(n) of the Declaration.

5. Association Common Area Use. Stonelake at River's Bend Homeowner's Association Common Areas, including but not limited Community Clubhouse, Playground, Common Area Lake, Walking Paths, Benches, Pergolas, Green Spaces and Waterways are for the use and enjoyment of the Stonelake at River's Bend Owners and guest(s) only. Property owner's must always accompany their guest(s). Unaccompanied guest(s) shall be asked to leave the Stonelake at River's Bend Homeowners Association community. Trespassing, misuse or other violations may result in legal prosecution and/or the imposition of fines.

Property owners who are delinquent in paying the annual assessment, in default and/or violation of the rules, regulations and policies, are prohibited from using any of the Stonelake at River's Bend Homeowner's Association community amenities & common areas.

6. Enforcement & Violation Procedures Policy. In accordance Sections 3.4, 7.1 of the Declaration, every Homeowner (also known as "Member") shall comply strictly with the covenants and restrictions set forth in Stone Lake at River's Bend Homeowner's Association's ("Association") Declaration of Covenants, Code of Regulations & By-Laws, and Rules and Regulations. Ohio Revised Code (ORC) Chapter 5312 and the association documents empower the association to levy fines and take other legal actions to ensure the Declarations are enforced and followed. Homeowner shall refer to Enforcement & Violation Procedures Policy (Board Resolution #2022-03 adopted July 20, 2022) for the complete policy regarding fines and violation procedures.

7. Littering is prohibited. Littering is defined as knowingly depositing in any manner litter on any public or private property or in any public or private waters, without permission to do so. Litter is trash improperly placed so as to be a nuisance or health concern. Litter is defined any solid or liquid material or product or combination of solid or liquid materials or products, including, but not limited to:

- a. any rubbish, refuse, garbage, paper, cigarette butt, package, container, bottle, pet feces, manure, or sewage or the whole or a part of an animal carcass; or
- b. the whole or part of any article, raw or processed material, Motor Vehicle or other machinery, that is disposed of; or
- c. Dumping of dead. vegetation, grass cuttings, trees, branches, roots, or any household animal or construction waste products (per article 9.7(c) of the Declaration); or
- a. any other material or product that is designated as litter

Homeowners, residents, renters and their guests will not discharge refuse, litter, debris or other objects onto common areas, or into the lake or pond, or sewers at any time. Those homeowners, residents, renters or guests found discharging refuse, litter, debris or other objects are subject to fines.

8. Storage of Laundry Rubbish & Materials. No clothes, sheets, blankets, laundry of any kind shall be hung out or exposed on any part of a Lot or any part of the Property, Each Lot, including all Common Areas located thereto, shall be kept free clear of rubbish, debris and other unsightly materials (in accordance to article 7.2(o) of the Declaration). No accumulation or storage of litter, refuse, recreational & lawn machinery items, bulk materials, building materials or trash of any kind shall be permitted to be stored and visible on the exterior of any Dwelling Unit property (in accordance to article 9.7(c) of the Declaration).

9. Noise Disturbance: All Homeowners shall follow the South Lebanon noise ordinance, and any resident disturbed by excessive or persistent noise at any time should report violations immediately to the South Lebanon Sheriff's Office. Disturbances include, but are not limited to, television, stereos, parties, musical instruments, loud conversations, fireworks, etc. that may interrupt sleep or in any way disturb the wellbeing of community residents. Homeowners are held legally responsible for any disturbances created by themselves, their guests, tenants, or guests of tenants.
10. Holiday Lights & Seasonal Decorations: Seasonal decorations, including Holiday-type lighting, may be displayed 30 days prior to a holiday and must be removed no more than 30 days after the holiday.
11. Parking. Only properly maintained, operative and currently licensed authorized automobiles may be parked on any property or street within the Stonelake at River's Bend Community. No vehicles may be parked anywhere other than in a garage, concrete driveways and legal street parking spaces. In order to facilitate the free movement of passing vehicles and/or emergency vehicles, no automobile shall be park along the interloop of Stone Ridge Boulevard & Parkside Drive and along the side of street of Lakeview Court & Parkside Drive including the cul-de-sacs with fire hydrants and/or where No Parking Signs are posted (in accordance to article 7.2(e) of the Declaration).

Vehicles repairs and storage of vehicles are permitted on homeowner's property only within an enclosed garage or with prior written approval from the Board. Vehicle covers, including carports of any kind are prohibited to be visible on the exterior of any Dwelling Unit property.

Each Lot Owner shall only be permitted to park four (4) authorized vehicles on the property. Property is understood to consist of both owner's personal and Association property combined.

RVs, campers, boats, trailers, motorcycles, scooters, commercial vehicles or any other recreational & lawn machinery items, whether or not self-propelled, are not permitted to be parked or stored on the exterior of any Dwelling Unit property except for when being stored or parked within an enclosed garage (in accordance to article 7.2(d) of the Declaration).

RVs, campers, boats and/or trailers are permitted to be temporarily parked in dwelling unit driveways only for a period not to exceed 48-hours for general cleaning, loading and unloading purposes only.

At no time shall automobiles be parked on neighboring lawns. Damage to lawns by an illegally parked automobile will be repaired and the cost will be assessed to the Homeowner and or their Guest responsible.

No vehicles may be parked on or stored in or on the common areas and/or at clubhouse parking lot, unless using the clubhouse facility or attending function.

12. Architectural Improvement Review. Any exterior architectural change to the home or property lot requires approval by the Association Board and shall be the responsibility of the Homeowner for the maintenance, repair, and/or replacement of said improvement (in accordance to article 6 of the Declaration).

All applications will be reviewed on an individual basis, and an approval as submitted, approval with conditions or denial will be communicated in writing by the Association Board. The approval/denial of the improvement's application will be based on the following requirements:

- a. The completion and submission to the Managing Agent of an application form.
- b. Harmony of exterior design and location in relation to surrounding Lots and dwelling Units in the community.
- c. Adherence to guidelines for Dwelling Units & Lots established within the Covenants & Restrictions of the Declaration.

- d. Adherence to Design & Use Standard Guidelines for Dwelling Units & Lots promulgated by the Board.

- 13. Exterior Maintenance Standards. The Homeowner's Association is responsible for periodic Inspections of the exterior maintenance, repair and upkeep of all dwelling unit structures and landscaping and lawns located within each Lot in accordance to Article 8 of the Declaration.

Homeowners are responsible to maintain and keep in good repair of the Exterior of their dwelling unit and other exterior structures which include, but not limited to, roofs, exterior façade, driveways & walkways, decks and patios. No excessive peeling paint, rotting wood, missing wood, missing shingles, loose or missing siding, mold or mildew showing on home, torn screens, hanging shutters, dented garage doors, or broken windows or doors permitted.

Homeowners are responsible to maintain the Lawn & Landscape of their property which shall include, but not limited to, mowing and cutting of all grasses and lawns, lawn & bed weed control, mulching, shrub & tree trimming and replacement of dying/diseased landscaping with Board approval.

Lawns must be regularly maintained, cut and be reasonably free of weeds. Homeowners are also responsible for removing grass clipping from sidewalks, driveways and street. It is the responsibility of homeowners who have fences to keep the grass trimmed on both sides of their fence. This also includes all homeowners whom property backs up to common areas.

The Association will ensure that the maintenance and upkeep of each lot will be in accordance with the Maintenance-Standards of the Community as defined in Article 8 of the amended Declaration of Covenants and Conditions. Should a Lot owner fail to maintain the Lot, a notice of noncompliance shall be issued regarding the corrective action needed and is subject to the Enforcement Policy. Should the Lot owner fail to comply with 30-days, the Association may take appropriate action necessary at the Lot owner's expense.

- 14. Landscaping. No homeowner shall be permitted to install additional Trees & Landscaping on his/her Lot (except for annual flowers and/or potted container vegetable/herb garden located on rear deck/patio at the rear of the home) without the written consent of the Board. Consent may be withheld at sole discretion of the board of Trustees. Refer to Association Design & Use Standards for additional Tree, Landscape & Garden requirements
- 15. Garbage & Recycling Removal. All trash cans, recycling cans, garbage, or other rubbish shall be kept at all times in each Owner's garage, except on trash collection days. Trash cans are not permitted to remain outside for more than twenty-four (24) hours and may not be placed at the curb any earlier than 4:00 pm the day before trash is collected.
- 16. Clubhouse Rules & Regulations: Homeowners agree to abide by the Clubhouse Rules & Regulations set forth and adopted by the Stonelake at River's Bend Homeowners Association Board of Trustees for the general use and for the rental of the clubhouse facility. Refer to Clubhouse Rules, Regulations & Rental Policy for complete policy.
- 17. Walking Path Rules & Regulation. Homeowners agree to abide by the following Walking Path Rules & Regulations set forth and adopted by the Stonelake at River's Bend Homeowners Association Board of Trustees for the general use of the community walking paths:
 - a. No motorized or any other recreational vehicles of any type are permitted on the walking paths.
 - b. Do not leave bicycles or any other personal property unattended.
 - c. All users must stay aware of walking path traffic and shall be courteous to all other users.
 - d. An adult must accompany small children and may not use path as a sit-down play area.

18. Playground Rules & Regulations. Homeowners agree to abide by the following Playground Rules & Regulations set forth and adopted by the Stonelake at River's Bend Homeowners Association Board of Trustees for the general use of the community Playground (adopted July 2020):
- a. Playground is for residents use only;
 - b. Use playground at your risk;
 - c. Adult supervision is recommended;
 - d. Hours of Operations – Dusk to Dawn;
 - e. Caution – Surfaces may be hot due to sun light exposure;
 - f. The Association is not equipped to provide complete protection from the spread of viruses;
 - g. It is strongly recommended that you take precautions when using the playground equipment and sanitize the surfaces prior to use.
 - h. Washing hands before and after play is recommended;
 - i. And be respectful of others and their personal space when using the equipment.
19. Common Area Lake & Waterways Rules & Regulations. Homeowners agree to abide by the following Lake Rules & Regulations set forth by 7.4 of the Covenants and Restrictions and as adopted by the Stonelake at River's Bend Homeowners Association Board of Trustees for the general use of the community common lake and water facilities:
- a. Safety considerations must always be paramount around the lake and waterways and all other Stonelake at River's Bend Homeowners Association property. Children may not use the lake and waterways as play areas. An adult must accompany small children;
 - b. No swimming, wading, diving, boating, rafting, ice skating, sledding, ice fishing or attempting to walk frozen lake is permitted;
 - c. The lake and other natural water sources may not be used for lawn watering, irrigation or other non-recreational purposes. No boat dock or other structure shall be constructed or placed into or on the lake;
 - d. Walking or standing on shoreline rip-rap rocks is prohibited;
 - e. Sports Fishing from the grass shoreline is permitted only by Stonelake at River's Bend Homeowner's Association residents and their attended guest at their own risk. Fish caught in Common Area Lake are immediate "Catch and Release" only. The only acceptable means of fishing allowed is by "Rod and Reel" only. Removal of any fish species from common area lake is strictly prohibited and is punishable by a Stonelake at River's Bend Homeowner's Association fine (\$50 per fish) and/or prosecution.
 - f. No plant or wildlife is to be put into the Lake without Association Board Approval; and
 - g. Please do not approach, molest, or feed the ducks or the geese.
20. Flag Policy. Homeowners are permitted to fly flags from the front or rear of their units as long as they meet the following requirements: the American Flag (red, white and blue official flags only), other Official National Flags, College Flags, and Armed Services Flags. Seasonal holiday flags are approved for display but under the same timing restrictions as other holiday decorations. No political flags, such as political party, candidate, political slogans or political symbols including Confederate flags, are permitted. All other flags are prohibited from being displayed to the public view, unless previously approved in writing by the Association's Board of Trustees.
21. Signage Policy. The Association intends to preserve the overall uniform appearance of signs to minimize any negative impacts on the neighborhood and surrounding community. The Association has approved the following signage for homeowners to place on their lots without prior Association approval. All other signs (including banners and placards) are prohibited from being displayed to the public view, unless previously approved in writing by the Association's Board of Trustees.

- a. Family Event Signs. Residents may place a family event sign celebrating a resident's birthday, anniversary, baby announcement, or retirement. Family event signs may be displayed in the window of the homeowner unit or in the front lawn area a minimum of 15 feet from roadway to maintain road visibility, with a total of no more than one family event sign placed on each lot. Family event signs may be displayed on a lot no earlier than two weeks before the resident's event, and must be removed within one week following the resident's event, for a total of no more than three weeks.
- b. For Sale Signs. Realtor signs and "For Sale By Owner" signs, not exceeding 600 square inches in surface area, may be displayed in the window of the homeowner unit for sale or in the front lawn area a minimum of 15 feet from roadway to maintain road visibility. All signage must be removed immediately upon the sale of the homeowner unit. No cardboard or hand written signs are permitted. No directional signage is permitted anywhere in the community (i.e., entrances, corners).
- c. Graduation Signs. Residents may place a graduation sign celebrating a resident's recent graduation from a school or academic program. Graduation signs may be displayed in the window of the homeowner unit or in the front lawn area a minimum of 15 feet from roadway to maintain road visibility, with a total of no more than three graduation signs placed on each lot. Graduation signs may be displayed on a lot no earlier than two weeks before the resident's graduation day/commencement ceremony and must be removed within two weeks following graduation day/commencement ceremony.
- d. Political Signs. Residents may place signs expressing support/opposition for political candidates running for offices and/or legislation issues actually appearing on the ballot to be voted for during Primary, General, or Special Elections. Maximum size for signs is a surface area of no more than 24" x 24" that is placed on a temporary stand/frame of no greater than three feet high above ground level. Political signs must may be displayed in the window of the homeowner unit or in the front lawn area a minimum of 15 feet from roadway to maintain road visibility. Only one sign per candidate or issue can be placed on each lot, with a total of no more than three political signs placed on each lot. Political signs will be displayed on a lot no earlier than three weeks before any Election Day (defined as the date for an election held within the City of South Lebanon scheduled by the Ohio Secretary of State, not inclusive of any absentee, mail-in, or early voting periods), and must be removed within 3 days following Election Day.
- e. Garage Sale/Yard Sale Signs. Residents may place a garage sale/yard sale sign. Garage sale/yard sale signs may be displayed in the front lawn area a minimum of 15 feet from roadway to maintain road visibility, with a total of no more than one garage sale/yard sale sign placed on each lot. Directional signage and colorful information tubes are prohibited. Garage sale/yard sale signs will only be placed for display the morning of the day the garage sale/yard sale is held and then must be removed the same day when the garage sale/yard sale is over.

The Association Management company or other appointee may remove signs that do not comply with the rules. If removed, the signs will be stored at the Association office and disposed of if not claimed within 30 days. Vulgar, profane, or obscene language on any sign, as determined by the Association, is prohibited.

Note: All Homeowners and their guest are subject to the Stonelake at River's Bend Rules, Regulations, and Policies in addition to all applicable Federal, State and Local Governmental laws, code and ordinances. This document, as such, shall be read as inclusive rather than exclusive. The inclusion of this document and additional Homeowner Association documents, if having more stringent documents, the more stringent

Association document standard will apply, along with still upholding any other documents whether community or governmental. The version of this document, which has been recorded and maintained at the Association's office, shall control. The rules and regulations are subject to change based on the discretion of the Board of Trustees for Stonelake at River's Bend Homeowners Association.

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FOR APPROVAL

Stonelake at River's Bend Homeowner's Association

Board Resolution: 2023-01 Adopting Association Rules & Regulations

WHEREAS, the Stonelake at River's Bend Homeowners' Association, Inc. ("Association") is an Ohio non-profit corporation that was formed for the specific purposes for providing the maintenance, preservation and architectural control of the real estate record plat specifically described as "Stonelake" recorded in the real estate records of Warren County, Ohio; and

WHEREAS, the association is governed by the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for the Stonelake at River's Bend ("the Declaration"), its Articles of Incorporation, and the Codes of Regulations (Collectively, "Governing Documents"; and

WHEREAS, the Board of Trustees (also known as "Board") of Stonelake at River's Bend Homeowners' Association, Inc. ("Association") is authorized to adopt rules and regulations regarding the governance of the Association pursuant to the provisions of Ohio Revised Code Section 5312.06 [including, without limitation, subsection 5312.06(0)(5)], the Declaration, and Article 7 of the Code of Regulations of the Association; and

NOW, THEREFORE, BE IT RESOLVED, that this association adopt, establish and implement the *Rules & Regulations* attached to this Resolution; and

Pursuant to this Resolution, any and all previous written versions of the Stonelake at River's Bend Homeowners' Association Rules & Regulations shall be repealed and replaced in their entirety with the Rules & Regulations attached hereto.

BE IT RESOLVED AND ADOPTED, that all of the Board of Trustees have voted in favor of the preceding Resolution on this _____ day of _____, 2023.

By: _____ By: _____
President Vice President

By: _____ By: _____
Treasurer Secretary

By: _____
Member at Large

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Trustees held _____, 2023.

Motion by: _____ Seconded by: _____

VOTE: _____ YEAS _____ NAYS _____ ABSTAIN _____ ABSENT

Attest: _____

StoneLake at River's Bend

DESIGN & USE STANDARDS

In accordance to Article 6.14 of the Declaration, the Stone Lake at River's Bend Homeowners' Association, Inc. ("Association") and its Board of Trustees ("Board") is responsible to adopt, amend and enforce Design & Use Standards in order to ensure the continued maintenance and development of the Stone Lake at River's Bend Community as a residential community of high aesthetic quality and preserve the beautification and maintenance of the properties and all structures thereon.

In order to meet its obligation, the Board of Trustees has established the following Design & Use Standards which are consistent with and designed to further the purpose outlined in the Declaration:

PURPOSE

The Design & Use Standards establish requirements relating to land use, architectural features, site planning, lighting, landscaping & signage and help define the permitted uses of lots and structures within the community. The Design & Use Standards, include but not limited to, the following in accordance to Article 6.14.2 of the Declaration:

- (1) the placement of structures on lots including front, side and rear yard requirements;
- (2) the specification of the size, materials, design, architectural style, color schemes, screening structures and other details affecting the exterior appearance of the structure;
- (3) the reservation of utility, visual and other easements;
- (4) the installation, location and maintenance of utility lines, facilities and systems;
- (5) the planting and preservation of landscaping, trees and gardens;
- (6) the size and location of driveways;
- (7) the character, location and direction of exterior lighting; and
- (8) any activity which may be or become a nuisance or annoyance to the community.

Design Guidelines serve to familiarize Stonelake at River's Bend Lot Owners and Residents with the objectives, scope and application of the overall design review criteria. The Guidelines also establish specific design and property maintenance standards. These standards will be enforced to maintain the aesthetic appearance, market appeal and environmental quality of the Stonelake at River's Bend Community, and to thereby preserve the property value of our homes. Lot Owners should consult and use the Design Guidelines when preparing their applications for modifications, alterations or improvements to their properties. By doing so, their applications will comply with the community's standards, which will in turn facilitate the review and approval process by the Board.

The Association makes a considerable effort to periodically review and update the Design Guidelines and to make them as user-friendly as possible. Our members and residents can realize significant benefits by reviewing our Guidelines and familiarizing themselves with the design and maintenance standards published therein prior to submitting applications for alterations, modifications or improvements in accordance to Article 6 of the Declaration.

However, the Design Guidelines cannot capture every type of improvement for which an application may be submitted and, as such, there must be latitude for the Board to review applications based upon certain criteria. Judgments of acceptable design are based on the criteria listed above, which depending on the application may not be all-inclusive. The Board possesses the authority to evaluate each application based upon its individual merit and specific circumstances, such as characteristics of the housing style, the individual site and relationship to surrounding properties, and environmental features.

PERIODIC INSPECTION

Periodically as needed, the Association may inspect the exterior of the Dwelling Unit and all Structures thereon to determine whether each complies with the Design, Use & Maintenance Standards. After each such inspection, the Association shall, if any non-compliance Items are found, issue an inspection report to the Homeowner listing such non-compliance Items, if any, and the reasonable time within which they may be corrected. Homeowner shall correct such defects or cause them to be corrected within such reasonable period as is stated in the inspection report.

DESIGN & USE STANDARDS

To ensure the continued maintenance and development of the Property as a residential community of high aesthetic quality, the following Design & Use Standards have been adopted by the Stonelake at River's Bend Homeowner's Association Board of Directors in accordance to article 6.14 of the Declarations of Covenants, Conditions, Restrictions, and Reservation of Easements.

Additions & Major Building Alterations

Additions to homeowner's dwelling unit are considered major alterations and are generally considered to be those, which substantially alter the existing structure and become part of the existing house. Major building alterations include, but are not limited to: construction of attached room addition, covered porch, 4-season room, garage extensions, fireplaces, chimneys, or any other additions to a home, etc. Additions & Major Building Alterations may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Additions & major building alterations must meet Local and County zoning setbacks and building codes. It is the Homeowner's obligation to adhere to the city's and/or county's building & zoning requirements prior & during construction.
2. The design of a major building alteration should be compatible in scale, materials, and color with the house and adjacent properties.
3. New Roof Heights (or Ridgelines) shall not exceed those already established by the existing roof on the house.
4. New exterior facade material (defined as the layer of materials placed on the vertical exposed area of a home) and trim shall best match or be compatible/complimentary with the type, color, profile, finish, etc. of the existing dwelling unit. The Additions of new windows and doors used in the addition shall best match or be compatible/complimentary with the style and current size, spacing locations of existing exterior openings of the home.
5. If changes in grade or other conditions which will affect drainage are anticipated, they must be indicated and mitigated. Approval will be denied if adjoining properties are adversely affected by changes in drainage.
6. Construction materials must be stored so that impairment of views from neighboring properties is minimized. Excess materials should immediately be removed after completion of construction.
7. No debris may be allowed to accumulate during construction.
8. The location of major alterations should not impair the view, the amount of sunlight, or the natural ventilation of adjacent properties.

Air Conditioning Units

No through the wall air conditioning units of any kind shall be permitted in a Dwelling Unit, (per Article 7.2(r) of the Declaration). Air conditioner units that are placed in a window or protrude beyond the exterior plane of the window sill are not permitted.

Additional exterior air conditioning units which are typically installed on a level pad on the ground will be considered but must be placed near existing units. Portable indoor units, in which neither the unit itself nor the exhaust extend beyond the window sill, do not require an application.

Awnings & Sun Control Devices

Awnings or Sun Control Devices, as defined as a roof like structure, often made of canvas or plastic, that serves as a shade/shelter, as over a window, door, or deck, may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Awnings shall be located along the rear plane
2. Awnings must be proportioned to fit the area and, in an earth-toned color that compliments the home.
3. Awnings must be soffit-mounted or wall mounted; roof mounting is prohibited.
4. Metal, fiberglass and roof-mounted awnings are prohibited.
5. A solid color or small patterned tweed that compliments the color of the house.
6. Decorative edges such as scallops, fringe, or tassels are prohibited.

Basketball Equipment

Basketball Hoop Equipment, either portable or permanent, may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Only One permanent or portable basketball hoop/backboard may be erected on a Lot and shall only be permitted on the driveway or in the back yard.
2. Basketball backboards or goals shall not be mounted to the home or garage. Basketball backboards or goals shall be affixed to a permanent or portable approved manufacturer basketball single metal pole system.
3. A detailed site plan shall be included with any application for approval.
4. All basketball goals located in the front of the home must be installed on the side yard (opposite side of the driveway from the front door) and adjacent to the driveway, such that the backboard is positioned perpendicular with the street. A Basketball goal may be located within the rear half of the driveway or parking pad and must have a minimum setback of 12-ft from the street, in order to prevent the street from being part of the intended playing surface. Flag Lots with curved driveways where basketball backboards cannot be positioned perpendicular to the street will be assessed on a case-by-case basis for final approved location of basketball goals. Note: The presence of a sloping driveway does not waive or limit these restrictions.
5. Portable Basketball Equipment shall never be temporarily located on common area or in close proximity to the street such that players will interfere with neighbors' property, pedestrian or vehicular traffic or otherwise create an unsafe environment for neighbors, pedestrians and drivers alike. The minimum 12-foot setback from the street applies to portable goals.

6. All Basketball Equipment shall consist of a solid earth tone, black, or gun metal gray factor finish color pole system with acrylic or clear backboards and white fabric netting only.
7. The use of basketball hoops must comply with local governing jurisdiction's sound ordinances and should not be used after dusk and/or between 9:00 pm and 8:00 am.
8. No court markings shall be painted, drawn, or otherwise affixed to the driveway or playing surface.
9. All Portable Basketball Equipment shall be properly secured and stabilized in accordance manufacturers recommendations to prevent from falling into neighboring properties. The placing of heavy materials on top of the base to improve stability is unsightly and not allowed.
10. Homeowner will be held liable for any damage caused during the use/operation of the basketball goal including but not limited to balls striking vehicles, fragile plants, or other items on adjacent properties.
11. Basketball Hoops that must be mechanically sound, clean, and well maintained. The net must always be intact. Owners may not permit visible hoops to become unsafe, unsightly, or a nuisance.

(Adopted by the Board on June 30, 2020)

Compost Bins

Raised Compost Bins may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Compost Bins shall be located along the rear plane and within the side planes of the home. It should be located in an inconspicuous area of such a manner to minimize visual impact and screen the composting site from the street and neighboring views. Additional landscape beds & plant screening may be required for approval.
2. Compost Bins shall not exceed 24-in wide x 24-in deep x 36-in tall (from the ground) and shall be constructed of wood or UV-Resistant Plastic suitable for outdoor placement.
3. Compost Bins shall be black, brown or other earth tone color that blend with the exterior
4. landscaping and/or exterior of the home.
5. Compost Bins shall have a lid and be maintained on a regular basis to discourage odor and rodents. Noncompliance with the sight and odor requirements may result in the bin being permanently removed.



Decks

Decks may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Location & Construction – Decks, including stairs, are to be located behind the rear plane of the house and not extend into the side & rear yard setbacks of the lot. It is the Homeowner's obligation to adhere to the city's and/or county's building & zoning requirements prior & during construction
2. Size & Scale - Deck size should be appropriate to the scale of the house as sited on the lot. Decks must meet building setback specifications as shown on individual site plans (plats).

3. Material & Color - Decks are to be constructed of wood or composite/simulated wood materials, such as "Trex®". Decks shall be finished in a natural wood color tone or painted to match the body or trim color the home. Applications must include a picture of the finished color of the building material or any stain to be used. Color selections shall be compatible/complimentary to the existing foundational color(s) of the home (i.e., colors of brick, stone, vinyl siding, roof, and window trim).
4. Drainage - If changes in grade or other conditions that will affect drainage are anticipated, they must be indicated on the application, with drainage areas to be shown on the site plan. Approval will be denied if adjoining properties are adversely affected by changes in drainage. Consideration should be given in making ground level surfaces of porous material or to mitigate runoff of the deck areas.
5. Maintenance: All Deck surfaces shall be routinely maintained. Signs of neglected maintenance include but are not limited to weathered or faded appearance; peeling paint; warped, split, or rotted wood; unpainted or untreated wood surfaces; knot holes; or mildew.
6. If the area under the deck is to be used for storage, then screening/landscaping plan should be included as part of the improvement application.

Drainage (Gutter & Downspouts) & Grading

Each resident is responsible for protecting their lot and areas within their lot from erosion, especially near storm drain structures, to prevent erosion around the drain, as well as to prevent blockages and silt from entering the storm water management system. It may be necessary to incorporate a drainage solution that maintains the correct flow of water. It is recommended that if areas of your lot are affected by drainage or lack of drainage, that those with knowledge of control methods be consulted before any measures are taken and applications submitted for Board Approval. Changes and alterations to topography of the land (such as garden & planting beds) require an application be filed with the Association and approved prior to installation. Alterations of the topography will not be approved if the changes negatively impact the way water runs onto/off of neighboring properties, without mitigating those effects. One should review for any easements and perform due diligence before any work is performed that may affect or impede easements.

Neither the Owner nor anyone claiming under the Owner shall alter elevations and grades established by Exclusive Builder or Builder for any building Lot without the prior written approval of the Board. The purpose of this restriction is to ensure that the surface drainage plan originally established by Builder for sheet surface drainage and drainage swales over the yard areas of building Lots is not altered or impeded. Landscaping or plantings shall not be installed or maintained in such a manner as to impede sheet surface drainage or swale drainage (in accordance to in accordance Article 7.2(y) of the Declaration).

Drainage pipes used to divert water from a downspout or other areas must be buried if longer than 4 feet. The use of loose stone, gravel or rocks for the mitigation of drainage could be used if other methods of drainage and/or erosion control Impractical. It is best to try and mitigate the affected areas back to the original developed state. If drainage issues are caused by improvements or alteration of a neighboring property, it is best to work with the owner of the neighboring property and involve the HOA management if needed.

Gutter & Downspouts replacements or additions may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Roof gutters are required on all structures and must properly drain in accordance to building code standards.

2. Gutter color shall blend with the body or trim color of the home.
3. If changes in discharge locations or other conditions that will affect drainage are anticipated, they must be indicated on the application, with drainage areas to be shown on the site plan. Approval shall be denied if adjoining properties are adversely affected by changes in drainage.

Driveways

Driveway Replacements or additions may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Driveways and sidewalks shall be kept in good repair through routine maintenance and/or replacement.
2. All Driveways shall be concrete surfaced as initially installed by the Builder unless otherwise approved by the Board (per Article 7.2(c) of the Declaration).
3. If changes in grade or other conditions which will affect drainage are anticipated, they must be indicated and mitigated. Approval will be denied if adjoining properties are adversely affected by changes in drainage.
4. In addition to the regulations set forth above it is the obligation of the Owner to adhere to any City's and/or County's building & zoning requirements prior to and during construction.

Driveway Borders

Driveway Borders may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. A border of one foot or less can be installed on both sides of a driveway.
2. The border material is a hardscape, brick or block material that is of complimentary color, texture, etc.
3. The border does not extend beyond the transition from the driveway to the driveway apron and does not exceed one foot in width at any point.
4. Loose stone will not be considered for a driveway border.
5. If changes in grade or other conditions which will affect drainage are anticipated, they must be indicated and mitigated. Approval will be denied if adjoining properties are adversely affected by changes in drainage.

Driveway Marker / Snow Sticks

Temporary installation of driveway markers / "snow sticks" are permitted without Board approval from December 1 of a given year, until March 1 of the following year, or any other time when snowfall is forecasted. Snow Sticks shall be removed by March 1 or upon melting of any other given snowfall outside the allowable timeframe.

Equipment Storage (Lawn and Garden)

All lawn equipment, including riding mowers and their attachments, including but not limited to: small trailers, dethatchers, aerators, etc. must be stored in the garage. The lawn maintenance equipment should be suited to the size property it is going to be used to maintain. At no time should this equipment be stored in the front or side yard of a property or the common area.

Exterior Basement Egress Windows

The installation of Exterior Basement Egress Window, may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Egress windows will be designed to be as unobtrusive as possible and match the home with regard to material, design and color.
2. They should not be visible from the street.
3. The material can be concrete block, tiered wooden timbers, and certain prefabricated composites or fiberglass.
4. Exterior Basement Egress Windows must meet Local and County zoning setbacks and building codes. It is the Homeowner's obligation to adhere to the city's and/or county's building & zoning requirements prior & during construction.

Exterior House Façade

Exterior house facade replacement or additions may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Material & Color - The front elevation of each dwelling shall maintain the design features that are consistent with original design and other homes. Approved wall materials are natural wood, composite wood, cement fiber products, natural or cultured brick or stone masonry. Plywood as a finish siding is not permitted. House colors shall be of neutral and subdued tones. Color selections shall be compatible with the other exterior façade (i.e., brick, stone, vinyl siding, roof, and window trim) colors of the home.
2. Maintenance - Exterior house facade surfaces shall be routinely painted and maintained. Signs of neglected maintenance include but are not limited to weathered or faded appearance; peeling paint; warped, split, or rotted wood; unpainted or untreated wood surfaces; knot holes; or mildew.
3. Artwork and graphic designs are prohibited to be painted/ applied to the exterior of the house.
4. Other exterior facade materials will be judged on merit after a review of samples by the Board.
5. In addition to the regulations set forth above it is the obligation of the Owner to adhere to any City's and/or County's building & zoning requirements prior to and during construction.

Exterior Lighting

The type, quantity, and placement of exterior lighting devices, beyond standard house lights, may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Lighting does not create glare or annoyance to adjacent properties.
2. Security/floodlight type light fixtures may be installed on the house if they do not adversely impact adjacent or surrounding neighboring houses.
3. All Post & Porch Light fixtures shall overall reinforce the overall composition of the home's exterior with regard to color, material, size, scale and shape.
4. Removal of lampposts will only be considered if they are replaced with another fixture(s) that provide(s) the same amount of lighting as the removed lamppost.
5. Lampposts located in the rear yard must be part of a landscaping plan and of decorative nature only.

6. All freestanding lampposts are to be located in the front yard only and must be black or copper patina, metal and non-reflective. The color and finish of the lamp and post must match.
7. Lamps must be mounted on the top of the post. Maximum height to the top of light fixture is 8' from grade.
8. Bulbs within exterior lighting fixtures shall be clear or white. Colored bulbs are prohibited except during Holidays.
9. The model information for the fixture being replaced or new fixture installation must be provided in the Improvement Application along with the specifications and photo of the fixture(s).

Low voltage and/or solar landscape lighting is permitted to be placed in mulch beds and does not require submission to the Board of an Improvement Application.

Fencing

Fencing may be permitted with prior written approval from the Board, provided they meet the following criteria in accordance Article 7.2(s) of the Declaration (amended as part of the 2nd Amendment to the Declaration recorded August 03, 2011):

1. No fence or any portion thereof may be installed on that part of any Lot that is closer to the street than the primary rear wall of the residence on the Lot (i.e., fences are permitted only in the rear of the home); no fence shall be permitted to extend beyond the rear plane of the house.
2. Fences shall be of vinyl material, decorative aluminum or wrought iron; no wooden or aluminum chain link type fences will be permitted.
3. Fences shall be up to 72 inches in height from the initial grade of the Lot and shall be of picket type so that there is spacing between pickets or split rail type consisting of three (3) rails. i.e., no stockade, shadow box etc.
4. All fence posts shall be positioned on the inside of the fence for all types of fencing.
5. All corner Lots are classified as "double fronting," defined as having more than one property line adjacent to a street. Lots and shall adhere to the minimum building setback requirements and shall not extend beyond the side/rear house plane.
6. No fence shall obstruct the flow of storm water.
7. Privacy fences may only be constructed around the perimeter of a patio / deck.
8. Homeowners shall submit an Improvement application prior to installing any secondary fencing to contain small pets. It shall be designed and manufactured for the use intent, not exceed three (3) feet in height, and be black in color. Such fencing shall be attractive in appearance and remain well maintained.
9. In addition to the regulations set forth above it is the obligation of the Owner to adhere to any Township, City or County building & zoning requirements prior to construction.

Fire Pits

Open burning is not permitted on any property, except for the use of portable outdoor fireplaces, grills and chimneys may be used if equipped with a fire screen to prevent the discharge of embers or ashes (in accordance to in accordance Article 7.2(j) of the Declaration). Only propane/natural gas, firewood, kindling, and charcoal may be burned in a permanent or portable fire pit, grill or outside fireplace. Please use care

when igniting fires, be aware of neighboring properties, siding, mulch, wooden structures like decks, etc. Burning of household trash in a permanent or portable fire pit, grill, or outside fireplace type structure is prohibited. All portable outdoor fireplaces, grills and chimneys shall be stored with the Garage or behind the rear plane of the house when not in use.

Permanent fire pit structures may be permitted with prior written approval from the Board, provided they meet the following criteria:

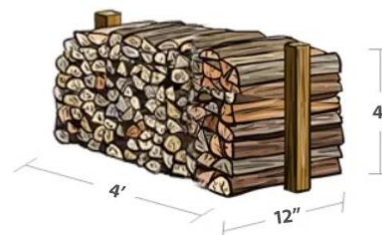
1. Permanent Fire pits are only permitted to be constructed in the rear of the home and shall not extend beyond the side planes of the house with the intent to reduce the visible impact from the street with exception of corner lots.
2. Permanent Fire pits may be constructed of brick, decorative landscape block/slate, flagstone, or other hardscape material approved by the Board.
3. Metal Fire Rings without hardscape material surround must be black in color. Silver Corrugated Galvanized metal fire rings are prohibited.

In accordance to Ohio Fire Code (G) Section 307, All Fire Pits, portable or permanent, shall be used with approved containers in accordance to manufacturer's instruction and shall not be operated within 15-feet of any home, structures or combustible materials. All Fires pits shall be constantly attended until the fire is extinguished. Please contact the Hamilton Township Fire Department or South Lebanon Sheriff's Department for unsafe operation of fire pit, grill, or outdoor fireplace.

Firewood

Firewood shall be maintained neatly stacked, not to exceed (48) inches in height, and shall be located behind the rear plane of the house and within the property lines. It should be located in such a manner to minimize visual impact and in certain cases screening may be required. Stacks larger than one-half (1/2) of face cords requires Board approval for aesthetic reasons. Stacks longer than (6) feet should be two rows deep at minimum. Firewood stacks must contain firewood only, no storage of debris. If firewood conforms to these criteria, no application is necessary. Firewood may not be stored in the common areas.

1/2 Face Cord of 12" Firewood
(4 feet long x 4 feet high x 12 inches wide = **16 cubic ft**)



Front Doors

Front Door replacement, may be permitted with prior written approval from the Board, provided they meet the following criteria:

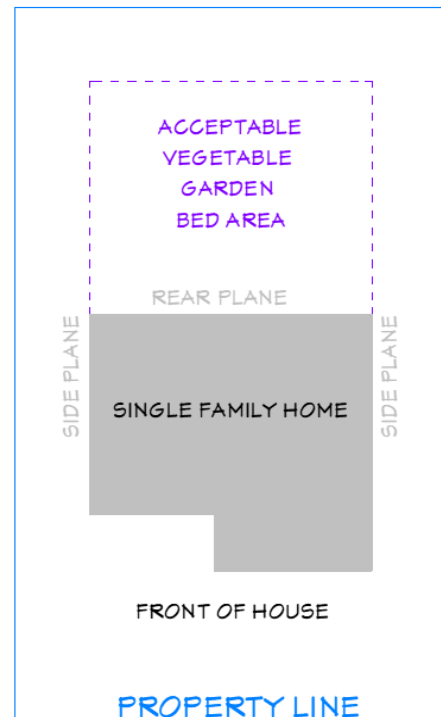
1. The Front Door should be of the same style and a complimentary color to the existing exterior colors of the house and other homes located with the community.
2. Front Door paint color changes may be permitted with prior written approval from the Board.

Gardens (Vegetable/Herb)

Homeowners are permitted patio type containers of vegetables. Containers may be placed only in patio and deck areas, not in front porch areas or in mulch beds/common areas in the front of units. Homeowners are responsible for the removal of vegetable containers at the end of the season. Vegetables in patio type containers do not require submission to the Board of an Improvement Application.

Ground or raised vegetable/herb gardens are permitted with prior written approval from the Board, provided they meet the following criteria.

1. Gardens shall not exceed fifty (50) square feet and shall be located on the homeowner's property. No garden shall be placed on the common area of the Association without the written consent of the Board.
2. Gardens are only permitted in the rear of the home and shall not extend beyond the side planes of the house (Refer to Illustration) with the intent to reduce the visible impact from the street with exception of corner lots. Gardens for homes set on corner lots will be considered on a case-by-case basis. Corner lots may be required to use additional landscaping to mask or hide any portion of the vegetable garden from adjacent street.
3. Gardens must be located, landscaped and graded to prevent water runoff onto adjacent property when being watered. Raised garden bed placement within a swale is strictly prohibited.
4. Plant material must be confined within the defined garden area and not exceed a maximum height four (4') feet at full growth. Edging material must be confined low to the ground. Garden support stakes shall be maintained in good condition at all times and not exceed four feet (4') in height.
5. Raised garden perimeter landscape structures shall not exceed 8 inches in height. Structures should be constructed of durable materials (i.e., timber, plastic, decorative landscaping stone) suitable for outdoor placement and should be stained or painted a color that blends with the exterior of the home. A cinderblock or concrete raised garden perimeter landscape structure is not permitted. Other raised garden materials not listed may be submitted for review and consideration by the Board, but not guaranteed to be approved.
6. All Garden pest Control Devices (i.e., rabbit fencing, mesh screening, netting, etc.) around a garden must be approved prior to installation and properly maintained throughout use. Fences/netting must not exceed three (3) feet in height and shall be constructed of materials with a low visual impact. Orange plastic mesh safety fencing is strictly prohibited. Other garden pest control



devices not listed may be submitted for review and consideration by the Board, but not guaranteed to be approved.

7. Gardens must be regularly and properly maintained to be weed free and neat in appearance at all times. Dead plants, stakes, etc. must be removed after each growing season. Above ground composting is not permitted within the garden area. Only Pit or Trench composting is permitted whereas compost materials is buried below the soil level of the garden.

Irrigation

Irrigation systems that are installed below ground may be permitted with prior written approval from the Board before installation. A Site plan indicating where the drainage or irrigation systems will be routed and where any emitters, sprinkler heads- or pop-up drains will be installed and discharge is required for approval.

Landscaping

No Homeowner shall install and/or replace any landscaping (except for the installation of annual flowers in the existing beds of each lot) on his/her Lot without first obtaining the prior written consent of the Board (in accordance to in accordance Article 7.2(u) of the Declaration). The original intent for the community is that all residential properties are visually consistent from one yard to the next. Additional Landscaping may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Any identified species listed as prohibited by the State of Ohio is not permitted (i.e., Bradford Pear trees).
2. Landscape beds shall be mulched to conserve moisture, improve fertility and health of the soil, reduce weed growth, and enhance the visual appeal of the area. Mulch material may include wood chips, shredded wood or wood bark. Dark-colored wood chips are preferred. Natural Gravel, stone, river rock, earth-tone lava rock, decorative stone are permitted. Rubberized mulch is prohibited.
3. Confine landscape beds and plant materials to within the property lines so that installation and future maintenance can be performed from within the property. Encroaching onto a neighbor's property or Association's common ground is prohibited. Keep in mind that the air space at the lot line is owned by that property. Neighboring property owners have the right to trim or remove that portion of the tree or any other landscape materials that extends onto their property.
4. If trees are to be removed, all portions of the trees must be removed from the site and disposed of properly. Tree stumps shall be cut flush to soil grade or be grinded out to grade and the area restored.
5. If adding retaining walls, seat walls, fire pits or water features, provide a detail sheet of wall construction and sample of material and color.
6. Final grading of all landscaped areas must accommodate proper drainage. If adding drainage assistance such as a French drain, dry creek bed, water retention pond or other drainage assistance, provide detailed drawings and explain in detail the reason for the drainage system; how it will terminate and other details to clarify proper flow for neighboring properties. Refer to Drainage Guidelines.
7. A site plan showing footprint of house on property, property lines, easements, etc. shall be provided and include location, size and type of all new landscape materials as well as identify existing landscape materials and whether they will be removed, retained, or transplanted.

Homeowners are responsible to maintain all landscaping on their property at all times. All Homeowners are encouraged to periodically evaluate their property to determine if their landscape needs to be maintained. Items to consider include cleaning of landscape beds of debris, removal/replacement of dead shrubs, limbing up trees off the sidewalk/paths and in your yard that may overhang onto your neighbor's property, trimming of overgrown bushes and shrubs, etc.

Lawn

A lawn consists of warm or cool season grass, which is cut and maintained as turf, or lawn, and must be maintained at six (6) inches or less in height. It should be maintained so that it is uniform and consistent throughout. Grassy and broadleaf weeds like Crabgrass, Dandelions, and Clover, to name a few, are considered weeds and must be periodically removed from the lawn.

Periodic Weed Control shall be used to reduce the presence of broadleaf & grassy weeds. Periodic weed control is defined as one treatment per year; however, more may be necessary to reduce the presence of weeds below the necessary threshold.

Bare areas that are the result of dense shade must be reasonably minimized so as not to be a significant portion of the yard and should have complimentary ground cover installed to improve aesthetics.

Mailboxes

Mailboxes replacement may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Mailboxes shall meet the approved standards established by the Board for use by all lot Owners in accordance Article 7.2(s) of the Declaration.
2. No change to the style, material or color of the mailbox, post or accessory elements is permitted (i.e., Painting or change in color of the post, box or accessory elements is not permitted).
3. Mailboxes must be maintained in keeping with the Association's Maintenance Standards. The black mailbox boxes and posts are to be maintained with the original black satin finish as installed by the builder.

Material Storage

Each lot shall be kept free and clear of all rubbish, debris and other unsightly materials. No accumulation or storage of litter, refuse, bulk materials, building material or trash of any kind shall be permitted on any Lot (in accordance to in accordance Article 7.2(i) of the Declaration). All bulk or building materials shall be stored inside the home and/or the garage.

Patios

Patios may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Location & Construction - Patios are to be located behind the rear plane of the house and not extend into the side or rear yard setback of the lot. It is the Homeowner's obligation to adhere to the city's and/or county's building & zoning requirements prior & during construction.
2. Design and material must be consistent with your house. Patios may be constructed of concrete, brick, landscape slate, flagstone, or other hardscape material; and must be of the same material and design.
3. Loose stone is not permitted to be used as the finished patio.

4. When patio designs include other exterior changes, such as lights, plantings, etc., the other appropriate sections of the Guidelines should be reviewed prior to application.
5. If changes in grade or other conditions which will affect drainage are anticipated, they must be indicated and mitigated. Approval will be denied if adjoining properties are adversely affected by changes in drainage.

Pergolas

Pergolas, as defined as a structure typically consisting of parallel colonnades, supporting an open roof of girders and cross rafters for the purpose of shade, may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Location & Construction – Pergolas are to be located behind the rear plane of the house and not extend into the side or rear yard setback of the lot. It is the Homeowner's obligation to adhere to the city's and/or county's building & zoning requirements prior & during construction.
2. Pergolas can only be constructed in conjunction with a deck or patio.
3. Pergolas must be an appropriate size for the area in which it is to be located.
4. Pergolas must be constructed of wood and painted or stained to match the home or deck, or sealed with a clear (non-pigmented) sealer.
5. Prefabricated pergolas may be submitted for review and consideration by the board with a catalogue/manufacture's photograph, description, dimensions, material, and color. However additional submission does not guarantee approval.

Play Equipment

Play Equipment may be permitted with prior written approval from the Board, provided they meet the following criteria in accordance Article 7.2(t)ii. of the Declaration (*amended as part of the 2nd Amendment to the Declaration recorded August 03, 2011*):

1. Swing sets, jungle-gyms, playhouses or similar yard equipment located in/on any Lot must be maintained in safe and good condition.
2. Play sets shall be of semi-permanent nature and the structure shall be constructed of wood.
3. Absolutely no metal or plastic structured playground equipment, trampolines, etc. will be permitted.
4. No play sets shall be permitted in the front yards of any homes and must be located as not to infringe on any rear yard setbacks.

Radon Mitigation Units

Radon Mitigation Units, may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. The radon unit must be mounted at the rear elevation or side rear elevation of the house, tucked up close to the house in an inconspicuous location.
2. The radon unit release pipe must terminate no more than 18" above the roofline and lower than the ridgeline of the house.
3. All exterior portions of the radon unit must be white or painted the color of the existing house.

Rain Barrels

Rain Barrels may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Rain barrels shall be installed be located along the rear plane and within the side planes of the home.
2. A maximum of two (2) fifty (50) gallon rain barrels are permitted. Container size may not exceed fifty (50) gallons each.
3. Rain barrels must be constructed of composite material and finished in a natural wood color tone or painted to match the body or trim color of the house. Metal drums are prohibited.
4. Additional landscape beds & plant screening may be required for approval.

Rock, River Rock and Loose Stone

Loose stone can be used as part of an overall landscape design or to facilitate drainage acting as a conduit and ground cover in areas where water makes establishing grass or plantings difficult. Use of loose stone of any natural color will be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Areas or beds of loose stone must have a defined edge that completely contains the stone and cannot cover an area more than 1,000 square feet. (Exceptions may be made to the square footage allowed under special circumstance.)
2. Loose stone can be used to surround the base of mailbox posts and yard lamp posts, to prevent mage from mechanical trimmers/weed eaters but must be no more than four square feet.
3. Areas of loose stone must be maintained weed free and sufficiently cover the ground or weed control fabric.
4. The use of rocks/stones that are arranged as part of landscaping design (back or front yard) and well maintained are allowed.
5. The use of rock against the foundation in front of the home is allowed.

Roofing

Roofing material shall be asphalt shingles consistent with the existing homes and the original design of the community. Roof color must be subdued, neutral, and compatible with foundational colors of the existing exterior of the home. Tile, rolled, and green roofing are not permitted. Roof vents shall be low in profile and a color that blends with the roof.

Prefinished Standing Metal Seam Roofs are permitted only on secondary roof areas such as porches and decorative overhang accent roofs. Copper Standing Seam Roofs are prohibited.

Satellite Dishes & Antennas

Satellite Dishes & Antennas, may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. No Apparatus, free standing antennas or Satellite dishes shall be constructed or used on any lot except for satellite dishes not exceeding 36" in diameter or diagonal measurement may be placed on roof top of a dwelling unit if not visible from the street. All television and radio antennas, including CB radio antennas, must be enclosed inside the home in accordance Article 7.2(s) of the Declaration.

2. Satellite dishes, television antennas, and MMDS (multichannel, multipoint distribution) antennas are permitted subject to compliance with Federal Communication Commission regulations for conforming devices.
3. Devices are not to be installed in the front of the Lot or on the front façade or front roof line of a residence so long as another location exists on the Lot or residence from which an acceptable quality signal can be received. If a device must be installed at roof level, it should be situated on the rear side of the roof ridge line, to eliminate or minimize its visibility from the front of the home. If a front or side yard location is necessary for a ground mounted satellite dish, the device is to be installed near other utility equipment or among the shrubbery.
4. Devices are to be located so as to be as visually unobtrusive as possible, without unreasonably increasing the cost of installation, maintenance and use and without precluding the reception of an acceptable quality signal. To the extent possible, dishes and antennas should be screened with landscaping so that they are not visible either from the street or to other Lot Owners.
5. Antennas and satellite dishes must be maintained in keeping with Association's Maintenance Standards and the exterior elements must be maintained in their original factory condition. Rust, peeling paint, or damaged elements must be treated, repaired, painted, or replaced as necessary to be maintained as originally installed.
6. If changes to a previously approved antenna or satellite dish are desired, a new Design Review Application is required and must be submitted for review and approval prior to making any changes.

Secondary Buildings

No structure of a temporary character and no secondary building, trailer, mobile home, tent, shack, shed, barn, carports, gazebos or outbuilding shall be permanently or temporarily erected, maintained, or installed on any lot at any time unless approved by the Board in accordance Article 7.2(t)i. of the Declaration (Amended as part of *2nd Amendment to the Declaration recorded August 03, 2011*).

Solar Energy System

Solar Energy Systems may be permitted with prior written approval from the Board, provided they meet the following criteria:

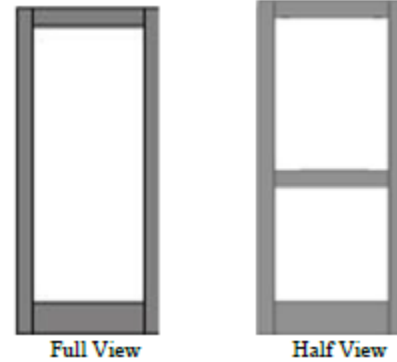
1. Under no circumstances, shall ground mounted energy collection systems be approved.
2. Solar Energy Systems must be installed by a licensed contractor in the State of Ohio.
3. Solar Energy Systems may not be installed on the front elevations surfaces or exceed the roof ridgeline of the mounted surface. Solar Energy Systems must be completely screened from view from the front elevation.
4. All supporting hardware and controls for a Solar Energy System must be screened from view and located at the rear elevation of the home.
5. Solar Energy Systems must match the existing roof color.
6. All aspects of Solar Energy System must be kept in good repair including hardware paint finish. All systems in disrepair or inoperable shall be removed. Any roof damage shall be repaired to match the existing roof.
6. Additional technology involving solar energy systems may be submitted for review and consideration by the board with a catalogue/manufacture's photograph, description, dimensions,

material, and color. However additional submission does not guarantee approval.

Storm & Screen Doors

Storm & Screen Doors may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Storm and screen doors shall be without ornamentation such as scallops, scrolls, imitation gate hinges, etc. and must be painted white, black or the same color as the entry door or the same color as the trim around the entry door.
2. Storm or screen door shall be a clear full view or clear half view style door (Refer to the right illustration of full view and half-view doors).
3. Other styles of storm doors will be considered based on compatibility with the neighborhood and house.



Windows & Screens

Window frame material shall be vinyl, fiberglass, or wood and a color consistent with the exterior body or trim color of the home. Non-traditional window coverings such as, but not limited to, sheets, blankets, flags, garbage bags, or posters are not permitted.

Damaged window screens must be repaired or removed.

Window Shutters

Window Shutters addition or replacement, may be permitted with prior written approval from the Board, provided they meet the following criteria:

1. Shutters should be of the same style and a complimentary color to the existing exterior colors of the house and other homes located within the community.
2. Shutter paint color changes may be permitted with prior written approval from the Board.

Yard Ornamentation and Outdoor Décor

Holiday specific decorations shall be removed within 30 days after the holiday. Seasonal specific decorations are limited to the season. Excessive yard ornamentation, defined in terms of quantity and size, is not permitted. Outdoor décor shall be maintained in good repair. Outdoor décor that is not in good repair shall be disposed of or stored in the garage.

Note: All Homeowners and tenants are subject to the Stonelake at River's Bend Design & Use Standards in addition to all applicable Federal, State and Local Governmental laws, code and ordinances. This document, as such, shall be read as inclusive rather than exclusive. The inclusion of this document and additional Homeowner Association documents, if having more stringent documents, the more stringent Association document standard will apply, along with still upholding any other documents whether community or governmental. The version of this document, which has been recorded and maintained at the Association's office, shall control. The Design & Use Standards are subject to change based on the discretion of the Board of Trustees for Stonelake at River's Bend Homeowners Association.

APPENDIX A

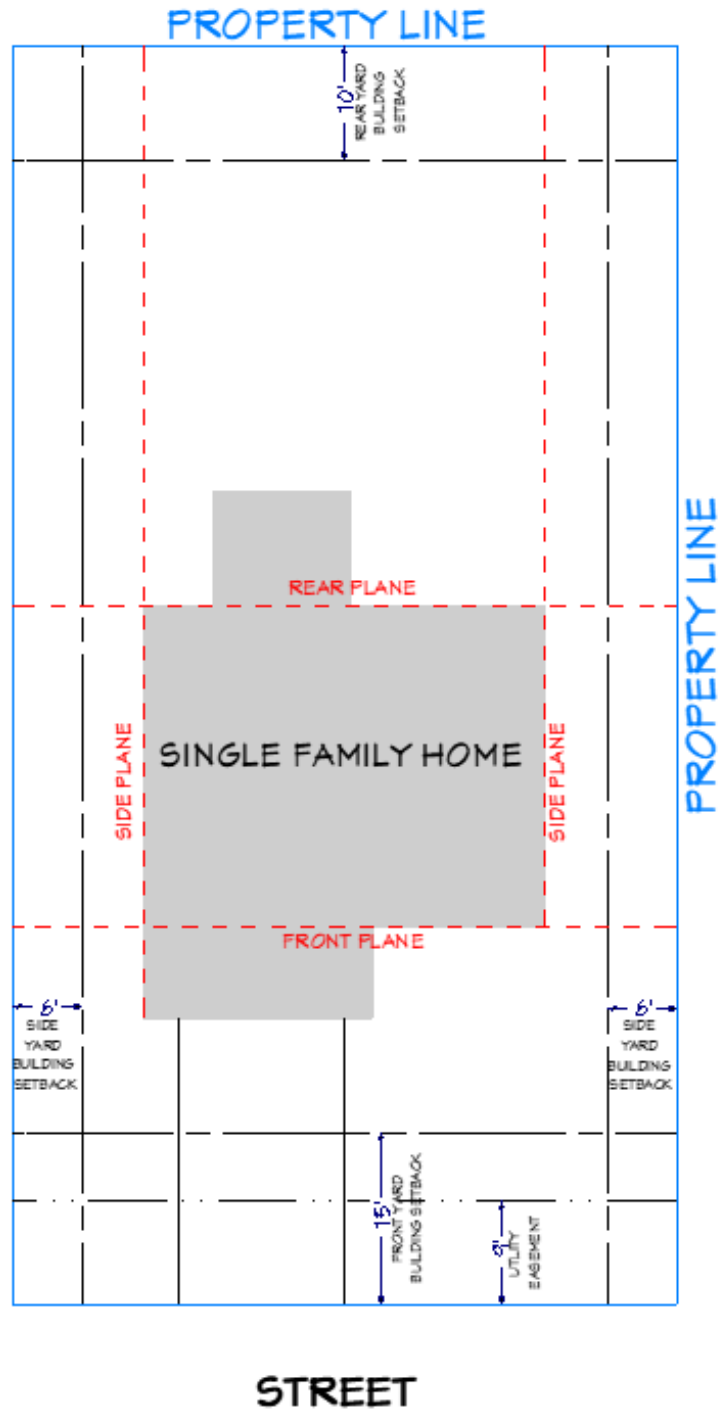
GLOSSARY OF TERMS

Adjacent Property	All property, including StoneLake at River's Bend common area, which immediately borders, or has a direct view of an applicant's property.
Aesthetics	The philosophy of beauty.
Alteration	A change; modification or adjustment the act or process of altering.
Building Setback	Is the minimum distance which a building or other structure must be set back from a street or property line which separates the buildable portion of the lot from the portion into which non-exempt structures must not encroach. Refer to Appendix B for illustration of Building Setback Examples. Local governments create setbacks through ordinances, zoning restrictions, and Building Codes, usually for reasons of public policy such as safety, privacy, and environmental protection. Neighborhood developers may create setback lines (usually defined in Covenants & Restrictions, and set forth in official neighborhood maps) to ensure uniform appearance in the neighborhood and prevent houses from crowding adjacent structures or streets.
Drainage	The act or process of draining or a system of drains, artificial or natural.
Easement	A right held by to make use of the land of another for a limited purpose, as rite of passage.
Egress	A means or place of going out; an exit.
Elevation	A two-dimensional drawing or representation of an exterior face of a building in its entirety (rear elevation, side elevation, front elevations, etc.).
Erosion	The process by which the surface of the earth is worn away by the action of water, glaciers, winds, waves, etc.
Exterior	Outer; being on the outer side of your house.
Rear Plane	The intersection of a vertical plane parallel to the longest rear building wall of the main home structure façade containing habitable space. Refer to Appendix B for illustration of Home Rear Plane example.
Side Plane	The intersection of a vertical plane parallel to the longest building wall of Left or Right side of the main home structure façade containing habitable space.
Site Plan (or Plat)	A legal scale drawing representing a piece of land that constitutes a property lot defining existing property lines, structures, and building setbacks. Typically, a requirement by local jurisdictions building and zoning departments for obtaining construction permits.

APPENDIX B

SITE PLAN EXAMPLE

The following drawing represents an example of a site plan and provides a visual reference to defined Easements, Building Setbacks (Front, Side & Rear) and Planes (Front, Side & Rear) as referenced throughout this document. If you do not have a copy of your plat, contact the Warren County Building or Zoning department to acquire on how to obtain a copy of your property plat.



Stonelake at River's Bend Homeowner's Association

Board Resolution: 2023-02

Adopting Association Design & Use Standards

WHEREAS, the Stonelake at River's Bend Homeowners' Association, Inc. ("Association") is an Ohio non-profit corporation that was formed for the specific purposes for providing the maintenance, preservation and architectural control of the real estate record plat specifically described as "Stonelake" recorded in the real estate records of Warren County, Ohio; and plat

WHEREAS, the association is governed by the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for the Stonelake at River's Bend ("the Declaration"), its Articles of Incorporation, and the Codes of Regulations (Collectively, "Governing Documents"; and

WHEREAS, the Board of Trustees (also known as "Board") of Stonelake at River's Bend Homeowners' Association, Inc. ("Association") is authorized to adopt Design and Use Standards regarding the governance of the Association pursuant to the provisions of Ohio Revised Code Section 5312.06 [including, without limitation, subsection 5312.06(0)(5)], and Article 6.14 of the Declarations of the Association; and

NOW, THEREFORE, BE IT RESOLVED, that this association adopt, establish and implement the *Design Use Standards in accordance to Article 6.14 of the Declaration* attached to this Resolution; and

Pursuant to this Resolution, any and all previous written versions of the Stonelake at River's Bend Homeowners' Association Design & Use Standards shall be repealed and replaced in their entirety with the Design Use Standards attached hereto.

BE IT RESOLVED AND ADOPTED, that all of the Board of Trustees have voted in favor of the preceding Resolution on this 14 day of MARCH, 2023.

By: [Signature]
President

By: [Signature]
Vice President

By: [Signature]
Treasurer

By: [Signature]
Secretary

By: [Signature]
Member at Large

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Trustees held MARCH 14, 2023.

Motion by: BRIAN SCHMIDT Seconded by: ADAM FARRIS

VOTE: 5 YEAS 0 NAYS 0 ABSTAIN 0 ABSENT

Attest: [Signature]