

SECTION 4. COVENANTS AND RESTRICTIONS ON USE AND OCCUPANCY

4.1 Purposes. In order to promote the health, safety and welfare of all Owners and Occupants and to preserve, beautify and maintain the Property and all Structures as a first class residential subdivision, and to preserve and promote environmental quality, the following covenants, restrictions and limitations as to use and occupancy of the Property are declared and established.

4.1.1 Permitted Uses. Except as otherwise provided in this Declaration, no Lot shall be used for any purposes except as a residence for a single family. Residences must be owner-occupied except occupancy pursuant to a land installment contract executed and recorded in compliance with Ohio law. Leases of residential structures are not permitted. To the extent permitted by law, an Owner may use a portion of a residence (but not the garage) for his or her office or studio (other than a music studio) as long as those activities do not interfere with the quiet enjoyment or comfort of any other Owner or Occupant, and as long as those activities do not include employees working at the residence or customers visiting the residence or increase the normal flow of traffic or individuals in and out of the Property or in and out of that Owner's residence. Except as permitted by the preceding sentence, no industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property, including, but not limited to storage of products for sale and delivery trucks to or from the Property.

4.1.2 Structures. No Structure shall be maintained on any Lot except in accordance with the provisions of Section 6 and no Structure shall be constructed, remodeled, altered, repaired, reconstructed, and/or restored on any Lot except in accordance with the provisions of Section 8.

4.1.3 Exterior Surfaces; Signs. Owners shall not cause or permit anything to be hung or displayed on the outside walls or windows of a residence or other Structure on a Lot, including, but not limited to exterior window coverings, exterior shades or exterior awnings without the prior approval of the Design Review Committee. No signs shall be affixed to or placed upon the exterior walls or roof of a residence or other Structure, or on any part of a Lot, without the prior consent of the Design Review Committee, except for (a) one (1) real estate sign as permitted by the sign code of the jurisdiction in which the Property is located, (b) one open house sign provided such sign is not placed on the Lot prior to 7:00 p.m. on the Friday prior to the open house, (c) one (1) sign indicating the name of a contractor providing alteration or construction services to the Owner of the

Structure which sign shall be removed within one (1) week of completion of such services, or (d) no more than a total of two (2) political signs endorsing either candidates for public office or issues on the ballot as permitted by the sign code of the jurisdiction in which the Property is located which signs shall be posted no earlier than 30 days prior to the Election Day and removed within 7 days after the applicable Election Day. Further, Owners shall not permit any curtains, shades or other window coverings to be hung inside or outside any windows that will show any colors other than those approved by the Board.

4.1.4 Parking. No part of the Property, except enclosed garages, if any, shall be used for parking any trailer, truck, boat or anything other than operative automobiles or other vehicles permitted under this Section. No inoperative or unlicensed vehicles may be parked on the Property for more than 48 hours. The word “trailer” shall include any trailer coach, house trailer, boat trailer, mobile home, automobile trailer, camp car, camper, recreational vehicle or any other similar vehicle. The word “truck” shall include every type of motor vehicle other than passenger cars and other than any pickup truck, SUV or van that is used as a primary source of transportation by an Owner or Occupant of a Lot. Vehicles being used for the purpose of construction, delivery to or repair work upon any Lot shall be permitted to park on the Property. The Association shall have the right to tow away vehicles parked in violation of these provisions after 24 hours notice to the affected Owner or Occupant or by placing a 24-hour notice of intent to tow on the vehicle itself. The costs of towing and any storage fees shall be borne by the Owner, Occupant or other person responsible for the vehicle and may be assessed as an individual assessment if not paid by Owner within seven (7) days of Owner’s receipt of an invoice from the Association. No Owner shall park any vehicles on any cul de sac within the subdivision or on Country Club Lane except in designated areas or for short-term (non-overnight) visitors.

4.1.5 Hazardous Uses and Waste. Nothing shall be done or kept on any Lot or on the Common Property that is unusually hazardous in relation to ordinary residential uses, or that increases the rate of insurance on the buildings or their contents, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his or her Lot or on the Common Property that will result in the cancellation of insurance on the buildings or their contents, or will be in violation of any law. No waste shall be committed on the Common Property.

4.1.6 Animals and Pets. The maintenance, keeping, boarding or raising of animals, livestock or poultry of any kind, regardless of number, is prohibited on any Lot, except that this shall not prohibit the keeping of dogs, cats, caged birds or aquarium fish or other domestic pets provided they are not kept, bred, or maintained for commercial purposes, and provided they are kept according to the Rules and Regulations of the Association, and not more than a total of four (4) dogs and/or cats shall be permitted on any Lot. Any pet causing or creating a nuisance or unreasonable disturbance or that is kept in violation of this Declaration or the Rules and Regulations promulgated by the

Board shall be permanently removed from the Property upon seven days written notice from the Board. No pet shall be allowed to run unattended and all pets must be on a leash. Owners shall remove for disposal all pet solid waste. No device or apparatus to which a line, wire or rope is connected for the restraint of animals or pets shall be constructed or permitted upon any part of a Lot or the Common Property.

4.1.7 Nuisances. No activity that may be considered noxious or offensive by reason of odor, sound, appearance or sight shall be conducted on any part of the Common Property, nor shall anything be done on any Lot either willfully or negligently, that may be or become an annoyance or nuisance to the other Owners or Occupants. No recreational activities such as badminton, volley ball, etc. shall be permitted in the front yard of any Lot.

4.1.8 Trash. Trash, garbage or other waste shall not be kept upon any part of the Property except in sanitary containers located inside the garage or screened from visibility from the streets of the Property except on the day trash is collected by the city refuse service.

4.1.9 Satellite Dishes. Owners shall be permitted to place over-the-air reception devices (such devices and their supporting apparatus being referred to in this Declaration as "satellite dishes") on their Lots upon compliance with the following criteria: (i) any satellite dish must be thirty-eight inches (38") or less in diameter; (ii) the preferred location of any satellite dish shall be in the rear yard, not visible from the street, unless the placement in the rear yard would unreasonably delay or prevent, or unreasonably increase the cost of installation, maintenance or use of such satellite dish or preclude the reception or transmission of an acceptable quality signal; (iii) installation of equipment that is merely duplicative and not necessary for the reception of video programming is prohibited; (iv) where the satellite dish is located on or immediately adjacent to the residence, the satellite dish shall be painted to blend with the color of the residence, unless painting the satellite dish would result in voiding the manufacturer's warranty, would unreasonably delay or prevent, or unreasonably increase the cost of installation, maintenance or use of such satellite dish or preclude the reception or transmission of an acceptable quality signal; (v) where the satellite dish is not attached to or immediately adjacent to the residence, the Owner shall take reasonable measures to screen or camouflage the satellite dish from view by the installation of shrubbery or other screening measures that do not unreasonably delay or prevent, or unreasonably increase the cost of installation, maintenance or use of such satellite dish or preclude reception or transmission of an acceptable quality signal; and (vi) satellite dishes shall not be placed on any Common Property without the prior approval of the Design Review Committee.

4.1.10 Easements. Easements for installation, maintenance and location of utilities and drainage facilities may be reserved on the recorded plat for the Property. Owners and Occupants shall not (i) obstruct or interfere with any easements or the natural flow of

surface water, which shall, at all times, be kept free from obstruction, or (ii) alter the location or grade of open storm water drainage ways.

4.1.11 Mailboxes, Numerals, and Letters. The design, size, shape and color of mailboxes, mailbox posts, the numerals and letters on the mailboxes, and the numerals and letters identifying residences on the Lots shall be subject to approval as to design, style, location, color and size by the Board.

4.1.12 Laundry on Parcels. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any Lot or on the Common Property.

4.1.13 Impairment of Structural Integrity of Building. Nothing shall be done on any Lot that will impair the structural integrity of any Structure on that Lot or an adjoining Lot.

4.1.14 Use of Common Property. The Common Property shall be used only in accordance with the purposes for which they are intended and no Owner or Occupant shall hinder or encroach upon the lawful rights of other Owners or Occupants. This restriction includes, but is not limited to, the following:

(a) Except as provided in this Declaration, there shall be no obstruction of the Common Property, nor shall anything be stored in the Common Property, without the prior consent of the Association.

(b) In using the Common Property, no Owner or Occupant shall violate any provisions of this Declaration, the Code of Regulations, or the Rules and Regulations.

(c) Nothing shall be altered, constructed in or removed from the Common Property except as otherwise provided in this Declaration or except with the prior consent of the Board.

(d) The Common Property shall be kept free of rubbish, debris and other unsightly materials.

(e) No for sale signs or political signs shall be placed on Common Property except as may be approved by the Board. Open house signs shall be permitted on Common Property provided the sign is posted no earlier than the Friday prior to the

Sunday on which the Open House will be held and the sign is removed by 7:00 p.m. on the Sunday of the Open House.

4.1.15 Nondiscrimination. No Owner or Occupant, nor any employee, agent or representative of an Owner or Occupant, shall discriminate upon the basis of race, color, religion, sex, handicap, familial status or national origin, in the sale of any Lot or in the use of the Common Property.

4.1.16 Swimming Pools. No above-ground swimming pools shall be permitted on any Lot. In ground swimming pools are permitted only with the approval of the Design Review Committee pursuant to Section 8.

4.1.17 Garage or Yard Sales. No Owner shall have a moving sale, estate sale, garage sale or yard sale at or on any Lot.

4.1.18 Fences. The design, height, materials, location and other features of any fence must be reviewed and approved by the Design Review Committee prior to construction of the fence and must comply with the requirements of this Section 4.1.18. No fence 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., fencing is permitted only in the rear of the residence.) The primary rear wall shall be determined by lineal feet of wall area at the rear of the residence and garage walls shall not be included in the calculation of the primary rear wall if the garage extends further to the rear of the residence than does the living area of the residence. Fencing shall be of vinyl, wood iron or aluminum material. No chain link type fencing will be permitted. Invisible fences to control pets are permitted. No fence shall be permitted on any property line adjacent to the golf course. Privacy fencing will be permitted only when it is necessary to screen a patio, hot tub or pool area, but shall not be permitted for the screening of the entire rear yard. If the fence is scalloped, a maximum height of 60 inches shall be permitted, with the top of the scallop not to exceed 60 inches in height from the initial grade of the Lot. If the fence is not scalloped, the maximum fence height shall not exceed 48 inches from the initial grade of the Lot. Privacy fences shall be constructed of cedar or pressure treated wood not to exceed 6 feet in height. All fence posts shall be positioned on the inside of the fence for all types of fencing. All corner Lots are classified as double fronting Lots. Double fronting Lots must adhere to the building setback requirement set forth on the plat of the applicable section in which the Lot is located and no fence shall be permitted to extend beyond the plane of the house. Fencing on double fronting lots shall not exceed 48 inches in height from the initial grade of the Lot. Any fence enclosing a swimming pool and located entirely within 30 feet of such pool may be of a design and construction as is from time to time required by applicable governmental authorities for enclosures of swimming pools. No fence shall obstruct the flow of storm water. Any fencing that is not in accordance with this Section 4.1.18 shall be prohibited unless the design, height,

materials, location and other features of the fence are reviewed and approved by the Design Review Committee prior to construction of the fence.

4.1.19 Basketball Goals. Basketball goals may not be placed on a residence, or on a Lot without the prior approval of the Design Review Committee.

4.1.20 Swing sets and Play Equipment. Swing sets, tree houses, jungle gyms, and other outdoor play equipment that is affixed to a Lot must be located in the rear of the Lot and shall be considered a Structure requiring the Design Review Committee's approval pursuant to Section 4.1.2.

4.1.21 Sheds. Storage sheds are not permitted on any Lot.

4.1.22 Decks. Decks shall not extend into side yards (i.e., beyond the artificial line extended from the side plane of each house).

4.1.23 Lawn Ornaments. No lawn ornaments shall be permitted without prior approval of the Design Review Committee.

4.1.24 Landscaping. Grass and weeds shall be mowed to prevent unsightly appearances. Dead, diseased or damaged trees which might create a hazard to property or persons on any Lot or adjacent Lot shall be promptly removed or trimmed by the Owner or, if not removed by the Owner, the Association may, but shall not be required to, remove such trees at the Owner's expense and invoice the cost to the Owner as an Individual Assessment. No tree removal (except dead or diseased trees) shall occur within ten (10) feet of the lot lines adjacent to the golf course. No trees, hedges, shrubs or other landscaping shall be planted or permitted to remain on any Lot if the foliage line is at a height which would obstruct visibility of traffic approaching any intersection or driveway.

4.1.25 Noise. No exterior speaker, horn, whistle, bell, sound system or other sound device, except security devices used exclusively for security purposes shall be located, used or placed upon the exterior of any Structure on a Lot or the exterior portion of a Lot.

4.1.26 No Subdivision. No Lot shall be subdivided into multiple parcels nor shall more than one (1) residential Structure be erected on any single Lot.

4.2 Failure to Comply. Failure to comply with any of the requirements of this Section 4 shall constitute a Default. A Default by any Owner residing in, occupying or visiting a Lot or Common Property at the request or with the implied or express permission of the Owner of the Lot, or committed by any agent, employee, business invitee or contractor of the Owner of a Lot, shall be attributed to that Owner and Lot.