ARTICLE IV - Association

4.01 Identification and Formation: A homeowner's association shall be formed as an Ohio nonprofit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code or an adjacent homeowner's association shall extend to this property with appropriate modifications as to be suitable to the DECLARANT.

4.02 Membership: Every person or entity who is an OWNER and the DECLARANT shall be a MEMBER of the ASSOCIATION. All memberships in the ASSOCIATION shall be appurtenant to the LOT owned by each MEMBER. Memberships in the ASSOCIATION, shall not be assignable, except to the person or entity to whom the title to the LOT has been transferred. The ownership of such LOT shall be the sole qualification for membership in the ASSOCIATION.

4.03 Voting Rights: Voting Rights of MEMBERS and DECLARANT shall be as provided in the BY-LAWS of the ASSOCIATION.

4.04 Transfer Fee: The ASSOCIATION may levy a reasonable transfer fee against new OWNERS and their LOTS to reimburse the ASSOCIATION for the administrative cost of transferring the memberships to the new OWNERS on the records of the ASSOCIATION.

4.05 Relationship to PROPERTY: This DECLARATION applies to all land and all buildings included within the PROPERTY.

4.06 Power; Authority; Duties: The ASSOCIATION shall have all the rights, powers, and duties established, invested, or imposed in this Declaration, its ARTICLES, BY-LAWS, and duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio not-for-profit corporations.

4.07 Specific Powers: Among other things, the ASSOCIATION shall have the following specific powers:

A. Enforce the provisions of the DECLARATION.

B. Acquire title, manage, maintain, repair and replace all COMMON AREAS and facilities, and pay all costs of utilities, operation, maintenance, repairs, replacement, gardening and other necessary services for the COMMON AREAS and facilities.

C. Grant easements or licenses where necessary for utilities and other service facilities over, on and across the COMMON AREAS and facilities and within platted easements across LOTS.

D. Levy and collect ASSESSMENTS from the OWNERS of LOTS and enforce payments of such ASSESSMENTS.

E. Pay all taxes and special assessments which would be a lien upon the COMMON AREAS and facilities, and discharge any lien or encumbrance levied against the project or the COMMON AREAS and facilities.

F. Pay for reconstruction of any portion of the COMMON AREAS, improvements and facilities damaged or destroyed.

G. Employ and retain a professional manager and/or management company and/or other administrative staff to perform all or any portion of the duties and responsibilities of the BOARD with respect to administration of the ASSOCIATION.

H. Retain and pay for legal and accounting services necessary and proper, for the efficient operation of the ASSOCIATION.

I. Enter into a LOT when necessary in connection with maintenance or construction for which the ASSOCIATION is responsible;

J. Perform all other acts and things that a nonprofit, mutual benefit corporation organized under the laws of the State of Ohio is empowered to do, which may be necessary, convenient or appropriate in connection with the administration of the ASSOCIATION's affairs and the carrying out of the ASSOCIATION's duties as set forth in this DECLARATION.

4.08 Delegation of Duties: In the event the ASSOCIATION shall delegate any or all of its duties, powers or functions, to any person, corporation or firm to act as manager, neither the ASSOCIATION, the BOARD, nor the MEMBERS shall be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated.

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ARTICLE V - Architectural Control

5.01 Formation: The ASSOCIATION shall establish an ARCHITECTURAL REVIEW BOARD (hereinafter referred to as the ARB). In the event the ASSOCIATION fails to appoint an ARB, the BOARD shall serve as the ARB.

5.02 Architectural and Design Standards: The ASSOCIATION shall administer through the ARB, and, from time to time, amend as necessary the DESIGN REVIEW MANUAL. The DESIGN REVIEW MANUAL will serve to establish the standards upon which the ARB is to base its approval or rejection of plans, construction, excavation, grading, landscaping, tree removal, or other work or action which in any way alters the exterior appearance of the PROPERTY from its theretofore natural or improved state.

5.03 Plan Approval Requirement: No improvement, change, construction, addition, excavation, landscaping, tree removal or other work or action which in any way alters the exterior appearance of the PROPERTY from its theretofore natural or improved state (and no change, alteration or other modification of any of the foregoing previously approved hereunder), and no addition to or modification of any improvement or landscaping (whether or not theretofore approved hereunder) shall be commenced or continued until the same shall have first been approved in writing by the ARB in accordance with the DESIGN REVIEW MANUAL.

5.04 Review Process: The review, evaluation and approval or disapproval of proposed plans for development of LOTS within the Estates shall be processed pursuant to the procedures established and set forth in the DESIGN REVIEW MANUAL.

5.05 Review Fee: The ASSOCIATION, through the ARB, shall charge and collect review fees whenever plans are submitted for review. The review fee, as established by the ARB, may be amended from time to time upon approval of the BOARD.

5.06 Basis of Approval: Approval shall be based, among other things, upon conformity and harmony of the proposed plans with the standards set forth in the DESIGN REVIEW MANUAL, other structures on the PROPERTY, the effect of the location and use of IMPROVEMENTS on neighboring property, and conformity of the plans and specifications to the general intent of and specific provisions of this DECLARATION.

5.07 Failure to Approve: In the event the ARB fails to approve any plans and specifications within sixty (60) days after their submission in complete form as may be required by the ARB, said plans and specifications shall be deemed to have been disapproved and rejected.

5.08 Complete Authority: Submission of plans for approval to the ARB constitutes acceptance of the decisions rendered by the ARB. It is acknowledged that the ARB has total, complete, absolute, final discretion and authority to approve or disapprove all plans as submitted.

5.09 Liability: Neither the DECLARANT, the ASSOCIATION, the BOARD, the ARB nor any member thereof, nor any of their respective heirs, personal representatives, successors, or assigns shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any plans. Every person and entity submitting plans to the ARB agrees by said submission that he or it will not bring any action or suit against the ASSOCIATION, the BOARD, the ARB or DECLARANT to act or to recover any damages.

5.10 Scope of Approval: No approval of plans and specifications and no publication or architectural standards bulletins or DESIGN REVIEW MANUAL shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed in representing or guaranteeing that any RESIDENCE will be built in a good and workmanlike manner.

5.11 Approval Subject to Governmental Regulations: Approval of any plans by the ARB shall not be interpreted or construed as an acceptance of plans that violate any and all applicable township, municipality, state and federal regulations, codes, ordinances, and statutes applicable to standards of building. The terms and conditions of this Article V and the DESIGN REVIEW MANUAL are deemed subordinate to any and all applicable regulations, codes, ordinances and statutes.

5.12 Enforcement of Violation: Any construction or IMPROVEMENTS which were not approved by the ARB, and any failure to comply with the plans and specifications as submitted and approved by the ARB shall be the subject of a REGISTERED NOTICE from the ARB directing the OWNER and/or BUILDER to remove all such violative work at once. Removal shall commence within seven (7) days of REGISTERED NOTICE and shall progress until completion within thirty (30) days. Such removal shall be at the expense of the OWNER and/or BUILDER on whose LOT the construction and IMPROVEMENT is situated.

5.13 Penalties: The ASSOCIATION may adopt penalties for violation of the standards set forth in the DESIGN REVIEW MANUAL or by the ARB. Said penalties, if imposed, shall be in addition to the removal of non-approved construction and IMPROVEMENTS as set forth in Paragraph 5.12 hereinabove. Violations of these standards shall be deemed to be violations of the terms of this DECLARATION, and therefore, subject to the sanctions applicable to violations of this DECLARATION.

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ARTICLE VI - Protective Covenants and Restrictions

6.01 Residential Usage: Subject to the consolidation of two or more LOTS for construction of a RESIDENCE and related IMPROVEMENTS thereon, each LOT shall be used as a private dwelling for a single family and no structure shall be erected, altered, placed or permitted to remain on any residential LOT other than a single family dwelling not to exceed two and one half (2 1/2) stories in height and an attached two (2) to four (4) car garage and for no other purpose except such temporary uses as shall be permitted by DECLARANT while the PROPERTY is being developed and LOTS are being sold by DECLARANT; provided, however, that DECLARANT reserves for itself the right, until all LOTS are sold (and escrows closed), to carry on normal sales activity including the operation of models, sales offices, and parking related to such sales offices or models. Any portion of the property, including streets, drives, boulevards and roadways may be used for sales offices, sales purposes, guardhouses, or any other purpose deemed proper by DECLARANT.

6.02 Splits Prohibited: No LOT shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new LOT or building site. No LOT may be subdivided to allow access to other LOTS or the common areas without the consent of DECLARANT.

6.03 Temporary Improvements: No temporary building or structures, above-ground swimming pools, mobile homes, basement, tent, shack, garage, barn or other abutting outbuilding erected on a LOT shall at any time be used for human habitation, temporarily or permanently, provided, however, trailers, temporary buildings, barricades, and the like, shall be permitted for construction purposes during the construction period for a permanent building and for sales purposes during the sale of LOTS and phases. Any permitted temporary IMPROVEMENTS shall be removed not later than fourteen (14) days after the date of completion of the building(s) for which said temporary structure was intended and shall be permitted for no longer than a period of one year, unless otherwise approved by the ARB.

6.04 Quiet Enjoyment/Nuisance: No OWNER or RESIDENT shall permit or suffer anything to be done or kept upon such LOT or RESIDENCE which will obstruct or interfere with the rights of quiet enjoyment of other OWNERS, RESIDENTS or occupants, or annoy them by unreasonable noises or otherwise. No OWNER shall commit or permit nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. Each OWNER shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to said premises and shall remove all rubbish, trash and garbage from the LOT. No speakers, horns, whistles, bells, or other sound devices shall be located, used or placed on any LOT except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. Any lighting used to illuminate yard areas shall be equipped with suitable shielding or be designed to avoid casting direct light on any other LOT.

6.05 Trucks, Trailers, Mobile Homes, Recreational Vehicles and Boats: No truck, trailer, camper, mobile home, boat, recreational vehicle, motorcycle or tent of any kind, shall be kept, placed, maintained, constructed, reconstructed or repaired, on any LOT unless stored in a garage or other enclosed storage facility approved by the ARB. No motor vehicle shall be constructed, reconstructed or repaired except that an OWNER may make minor repairs to his own licensed vehicle in his garage. No worn out, discarded, junk or collector's vehicles, automobiles or machinery or parts thereof, shall be stored on any LOT. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with the construction, reconstruction or repair of any work or improvements. The prohibitions in this section shall not apply to such outdoor parking which is necessary or appropriate on a temporary basis to allow persons and/or their belongings to be moved in or out of, or delivered to, any RESIDENCE on the PROPERTY, or which is necessary or appropriate in connection with maintenance or repairs of any LOT, the COMMON AREA or of IMPROVEMENTS on any portion of the PROPERTY which IMPROVEMENTS are required or permitted under this DECLARATION.

6.06 Service Screening, Storage Areas: Garbage, trash, or refuse shall be placed in sanitary containers which shall be concealed and contained within the RESIDENCE or shall be concealed from visibility from the street or neighboring lots.

6.07 Animal Maintenance: No animals, livestock or poultry of any kind shall be raised, bred or kept on any LOT or in the COMMON AREA except that common household pets, including dogs or cats, may be kept on a LOT; provided however, that no animal shall be kept, bred or maintained for any commercial purpose or in unreasonable numbers as may be determined by the ASSOCIATION from time to time. As used herein, "unreasonable numbers" shall ordinarily mean more than three (3) animals per LOT. Each OWNER shall be responsible for cleaning any excrement or other unclean or unsanitary condition caused by said animal on the LOT, COMMON AREA or PROPERTY. The ASSOCIATION shall have the right to prohibit maintenance of any animal within the PROPERTY which, in the opinion of the ASSOCIATION, constitutes a private nuisance to any other person. Any person bringing an animal upon or keeping an animal within the confines of the ESTATES shall be liable pursuant to the laws of the State of Ohio to each and all persons for any injury or damage to persons or property caused by such animal.

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6.08 Landscaping: All landscaping installed on a LOT shall be installed only in accordance with the architectural and design standards established by the ARB. Landscaping requirements include a minimum of one (1) front yard shade tree and a minimum of eight (8) other trees or shrubs along the front building line or lines. Landscaping must be installed within six (6) months after occupancy. No alterations, modifications or changes shall be permitted except with permission of the ARB. No vegetable garden shall be planted any closer to the street than the building set back line.

6.09 Drainage and Grading: No drainage ditches, swales, streams, impoundments, ponds or lakes; no mounds, knobs, dams, or hills; and no other physical IMPROVEMENTS or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified by or at the direction or with the consent of any OWNER without the prior written consent of the ASSOCIATION. No IMPROVEMENTS to any LOT shall be made in any manner whatsoever that are inconsistent with the master grading plans established by DECLARANT or its successors or assigns for the PROPERTY, as they now exist or may hereafter be modified from time to time, without the prior written consent of the ASSOCIATION. In the event of any destruction, alteration, modification, or improvement made or occurring without such prior consent of the ASSOCIATION, DECLARANT, the ASSOCIATION and their respective representatives shall have the joint and several rights to enter upon any LOT and to remedy or repair any such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any OWNER with respect to the same, or the consequences thereof.

6.10 Utility Service: All LOTS will be serviced by natural gas. All gas lines and other utility lines, pipes, cables, and wires shall, to the extent feasible be located underground or within or under RESIDENCES.

No T.V. satellite dishes over 36" in diameter shall be allowed. Under no circumstances will outside antennas, disks, aerials, antenna poles, antenna masts, electronic devices, antenna towers, citizens band (CB) or amateur band (HAM) antennas be permitted unless maintained completely inside a RESIDENCE or located within two (2) feet of the RESIDENCE and approved by the ARB. No free-standing antenna or tower shall be permitted, and no house-mounted antenna or tower may extend above the highest point of the roof of the house to which it is attached. Antenna or satellite dishes shall be screened from the street.

6.11 Maintenance of Lots and Buildings: No LOT, RESIDENCE or other IMPROVEMENT shall be permitted to become overgrown, unsightly or to fall into disrepair, and all RESIDENCES and IMPROVEMENTS shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the ARB. In the event of damage or destruction to any IMPROVEMENT on any LOTS, the Owner shall cause such IMPROVEMENT to be repaired or removed within a reasonable period of time, and the IMPROVEMENT or land thereon restored to an orderly and attractive condition.

6.12 Signs: No sign, poster, display or other advertising device of any kind shall be displayed to the public view on or from any LOT or any of the COMMON AREAS and facilities without the approval of the ASSOCIATION or the ARB, except such signs as may be used by DECLARANT for a period of time not to exceed thirty years from recordation hereof in connection with the development of the PROPERTY and sale of LOTS, and except number plates for residence addresses not exceeding 200 square inches in area. All Realtors or owners who list properties at the ESTATES for resale in the future must comply with the community standard signage program. The DESIGN REVIEW MANUAL describes the only permitted signs at the ESTATES. Local suppliers, which will be identified by the ASSOCIATION, will be able to provide acceptable signs with the broker's name, phone number and Realtor name.

6.13 Fences, Walls, Hedges and Landscaping: No wire, or chain link fence is permitted on any part of any LOT. Should a hedge, shrub, tree, flower, or other plating be so placed, or afterwards grown, to encroach upon adjoining property, such encroachment shall be removed upon request of the OWNER of adjoining property or the COMMON AREA. Should any encroachments be upon a right-of-way or easement, it shall be removed promptly upon request of the ASSOCIATION at the expense of the OWNER. No fence or hedge shall be permitted to extend nearer to any street than the minimum building setback line or the front of the building, whichever is further from the street, unless approved by the DECLARANT.

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6.14 Lake: No dock or other structure of any kind may be installed on or around the lake without the written consent of the DECLARANT or the ASSOCIATION. No boating, fishing, swimming, or ice skating shall be permitted upon the lake.

6.15 Exemption of DECLARANT: Nothing in this Article or elsewhere in this DECLARATION shall limit in any manner whatsoever the rights of DECLARANT to complete the planning, development, grading, construction, advertising, marketing, leasing and sales of the LOTS, and all other property within the PROPERTY (including any property which may be annexed thereto pursuant to the provisions of this DECLARATION), for a period of thirty (30) years from the date of recordation of this DECLARATION, or until all LOTS in the PROPERTY are sold (and escrows closed), whichever shall first occur.

All or any portion of the rights of DECLARANT herein and elsewhere in this DECLARATION may be assigned by DECLARANT to any successor-in-interest in the PROPERTY, by an express written assignment recorded in the Records of Warren County, Ohio.

ARTICLE VII - Easements

7.01 OWNERS' Easements: Every OWNER shall have a nonexclusive right and easement of access, use and enjoyment in and to the COMMON AREAS. Said right and easement shall be appurtenant to and shall pass with title to every LOT, subject to the limitations set forth in this Article VII.

7.02 Limitations on OWNERS' Easement Rights: Any improvement made on any easement by the OWNER shall be made at the risk of the OWNER. Furthermore, the rights and easements of access, use and enjoyment set forth in Paragraph 7.01 herein above shall be subject to the provisions of this DECLARATION, including, but not limited to the following:

A. The right of the ASSOCIATION to establish and enforce reasonable RULES AND REGULATIONS pertaining to the use of the COMMON AREA and all facilities located thereon.

B. The right of the ASSOCIATION to dedicate or transfer all or any part of the COMMON AREA to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the OWNERS. No such dedication or transfer shall be effective unless approved by a majority of the voting power of the ASSOCIATION and a certificate executed by the President and the Secretary of the ASSOCIATION evidencing such approval shall be recorded in the office of the County Recorder for Warren County, Ohio.

C. The Right of the DECLARANT (and its sales agents, representatives and customers) to the nonexclusive use of the COMMON AREA and the facilities located thereon, without charge, in order to market, show, sell and otherwise dispose of LOTS in the PROPERTY, which rights DECLARANT hereby reserves; provided, however, that such use shall cease upon the date that DECLARANT no longer owns a LOT or PROPERTY, provided however, that DECLARANT has been reimbursed for all contributions made by DECLARANT pursuant to Section 9.05, plus interest as provided in Section 9.07.

D. The right of DECLARANT to designate additional PROPERTY.

E. The right of the ASSOCIATION to fulfill its obligations for maintenance, operation, repair, and replacement of all COMMON AREAS.

F. The right of the ASSOCIATION to reasonably restrict access to the COMMON AREAS.

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G. Any limitations, restrictions or conditions affecting the use, enjoyment or maintenance of the COMMON AREA imposed by the DECLARANT or public agencies.

H. The DECLARANT, the ASSOCIATION, and suppliers of utility and governmental services shall have the right to take vehicles and equipment over any part of the COMMON AREA (and shall have the obligation to repair and pay for any damage done through the exercise of this easement, even though not negligent). This easement is also for the benefit of all persons and organizations who or which supply necessary or appropriate health, police, fire, safety, utility, or any form of government services to any LOT or any portion of the PROPERTY.

7.03 Utility Easements: DECLARANT reserves to itself, its grantees, successors and assigns an additional easement in, through, under, and/or over those portions of each LOT and COMMON AREA, as shown on the PLAT designated as easements for the construction, operation and maintenance of sanitary sewer, water, electricity, gas, telephone, cable television or CATV lines and conduits or any other public utility facilities, including facilities developed from advances in science and technology, and no structure shall be erected or maintained upon any part of any LOT or COMMON AREA over or upon which easements have been granted. In no case may this easement encroach within five (5) feet of an existing home. Neither DECLARANT nor any supplier of utility services shall be liable for any damage caused by them or their employees, agents or assigns, to any shrubbery, trees, plants or other property of an OWNER of the land located within an easement area. The DECLARANT reserved the right to change or add to this easement.

7.04 Association Easement: DECLARANT reserves to itself, its grantees, successors and assigns an additional easement in, through, under and/or over those portions of each LOT and COMMON AREA, as shown on the PLAT designated as ASSOCIATION EASEMENT. Said ASSOCIATION EASEMENT may, at the discretion of the ASSOCIATION, be maintained by the ASSOCIATION for the benefit of all owners. The design of the vegetation and other decorative IMPROVEMENTS within each ASSOCIATION EASEMENT chosen to be maintained by the ASSOCIATION, shall be maintained and included within the normal maintenance responsibilities of the ASSOCIATION. No OWNER of any LOT within which an ASSOCIATION EASEMENT is in existence shall conduct any activity which would result in the alteration or demise of the decorative features established thereon without prior written permission of the ARB.

7.05 Power of Attorney: Each OWNER of a LOT, by acceptance of a deed to a LOT, appoints the President of the ASSOCIATION his, her or its Attorney-in-Fact to execute, deliver, acknowledge and record, for and in the name of such OWNER, deeds of easement, licenses, permits and other instruments as may be necessary or desirable, in the sole discretion of the BOARD, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of every OWNER of a LOT, the ASSOCIATION, and the PROPERTY, runs with the land, is coupled with an interest and is irrevocable.

7.06 Temporary Construction Easements: There shall exist a temporary construction easement of ten (10) feet around the boundary of each lot to facilitate initial grading, drainage, and general construction activity of a neighboring lot. If the OWNER of a LOT places an obstacle such as a fence or sprinkler system within this temporary construction easement before grades and/or drainage have been set on the adjoining lot, then that OWNER shall be responsible to remove the obstacle at his own expense to allow for proper grading and drainage. In general, drainage swales should be set on the property lines. This easement allows for dirt to be added or removed to allow proper transition between the two adjoining lots. In no case may this easement encroach within five (5) feet of an existing home.

7.07 General: The easements and grants provided within this Article VII shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this DECLARATION in any deed or in any mortgage or any other evidence of obligation shall not defeat or fail to reserve said rights or easements. DECLARANT reserves the right to modify the location or size of existing easements or impose further restrictions and easements as may from time to time be determined to be necessary or convenient in DECLARANT's judgment.

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DESIGN REVIEW MANUAL

1. This DESIGN REVIEW MANUAL (DRM) has been established by the HOMEOWNERS ASSOCIATION and may be amended from time to time by the ARCHITECTURAL REVIEW BOARD (ARB). No building shall be erected or placed on any lot of this subdivision without written approval of the ARB. All building plans are to be reviewed by the ARB. The ARB shall approve or disapprove design plans, etc., within 15 days of submission by builder. In so passing upon such plans, the ARB may take into consideration the suitability of the proposed dwelling house, the items listed below, the materials of which it is to be built, the site upon which it is proposed to erect same, the harmony thereof with the surroundings, and the effect of the dwelling house as planned on the outlook from adjacent or neighboring property.

2. For every lot which is required by the county to have and maintain a public sidewalk, that sidewalk shall be installed when the house is constructed or, at the Developer's option, shall be installed by the Developer and such cost shall be refunded to the Developer by the lot owner.

3. The post office may require group mailboxes which will be set up by the Developer as required by the Post Office.

4. Foundations shall be stepped down to grade such that no more than 4 feet of a bare concrete or block foundation wall shall be above ground.

5. No T.V. satellite dishes over 36" in diameter shall be allowed. No antennae may be erected which are not attached to the house nor may the be higher than the highest part of the roof of the house. Antennae or satellite dishes shall not be installed on the front half of a house and, if possible, should not be visible from the street.

6. No vegetable garden shall be planted any closer to the street than the building set-back line.

7. No above ground swimming pools, of any type, shall be constructed on any lot.

8. Any lighting used to illuminate yard areas shall be equipped with suitable shielding or be designed as to avoid casting direct light on any other lot.

9. No dock or structure of any kind may be installed on, around, or near any retention ponds without the written consent of the Developer or the Association. Also, no boating, swimming or ice skating shall be permitted.

10. All lots in this subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two (2) stories in height above street grade at the front lot line and a private, attached garage for not more than four cars or less than two cars.

11. No building shall be located nearer to the front lot or nearer to the side street line than the building set-back line as shown on the recorded plat unless approved by the Developer. A minimum width of 5 feet shall be required for each side yard and 25 feet are required for a rear yard.

12. No fence, wall, or hedge shall be permitted to extend nearer to any street line than the minimum building setback line, unless approved by the Developer, nor shall any chain link fence be permitted on any lot in this plat. No fence shall be higher than six feet tall, and no horizontal supports shall face away from the owner's property unless approved by the ARB. All fences shall be at least 5' away from public sidewalks. All fences must be kept in good repair.

13. The owners of all lots within the subdivision shall be required to maintain storm water drainage ways in accordance with the drainage easements so that the normal flow of water will have no interference.

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14. Natural gas must be utilized on each lot.

15. **Building Requirements:** The total finished floor area of the main structure, exclusive of open porches and garages, shall not be less than seventeen hundred (1,700) square feet in the case of a ranch; and two thousand (2,000) square feet in the case of a two story structure. The exterior of any building shall be fully completed within a period of ten months from the time construction is commenced.

16. Landscaping requirements include a minimum of one front yard shade tree and a minimum of 8 other trees or shrubs along the front building line or lines. Landscaping must be installed within 6 months of certificate of occupancy.

17. All driveways in this subdivision must be constructed of brick or concrete unless approved by the Architectural Review Board in writing.

18. Roof pitches on all homes are to be primarily 6/12 or greater unless approved by the Developer.

19. All Builders shall provide a "port-a-john" within 500 feet of the property line during construction. The Developer reserves the right to order one onto the job site and be reimbursed by the lot owner or builder for the cost thereof.

20. Each lot must have an individual lamp post with electric eye control at the driveway, 5 feet behind the sidewalk or equivalent. The lamp post style must be approved by the Developer.

21. Exterior Materials:
    1. Brick
    2. Stone
    3. Manufactured Stone.
    4. Wood – Cedar, Redwood, or manufactured wood (such as but not limited to LP Smartside)
    5. Cementitious Sideboard including but not limited to James Hardie Siding
    6. Stucco – 40% Maximum
    7. Maintenance-Free vinyl
    8. Dimensional asphalt shingles

22. Each lot can have one accessory building. Said building must have a pitched roof of not less than 4/12, occupy no more than 200 s.f., be constructed of the same materials as permitted in the principal building, and be painted the same colors. Any door must face in toward the yard that principle building occupies and be at least 5' off all property lines. The identical shingles used on the primary residence.

Signs

1. Entry monumentation signs will be installed at the west side of the property on Belleclaire Hill and on the East side of the Property on LeMans Blvd.
2. The monumentation shall be maximum 10' wide by 3' deep x 6' tall and shall be constructed of wood, brick, stone, or granite.

Open Space

1. Open space shall be as shown on the plat map. The area shall consist of grass mowed and maintained by the HOA, and ponds with a single fountain in each, and wooded lands. The open space along the East side of the property shall be unimproved and left to provide a barrier between Soraya Farms and Kahmann Lands as requested by Soraya Farm residents. No walking paths or further improvements shall be done.