

VIII. USE RESTRICTIONS

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

A. Use of Lots. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have a two-car attached garage. No bi-level homes shall be permitted in the subdivision. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

B. Use of Common Property. The Common Property may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of the Property. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of these Restrictions, all other Association Governing Documents, the laws of the State, and the Rules.

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

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

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose

on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property. No soil shall be removed for any commercial purpose.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board.

H. Storage. No open storage of any kind is permitted. Not more than one storage building may be located on a Lot in addition to the dwelling; provided that any such storage building must be constructed of wood and must not exceed 12 feet in height or 100 square feet in floor area. No storage building shall be located closer than 25 feet to any building line on the recorded plat, except if a Lot has a building line along both the front and rear of the lot, this provision does not apply to the building line along the rear of the Lot. In no event shall any storage building be located closer to any street than the building line shown on the recorded plat

I. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to these Restrictions, the other Association Governing Documents, and the Rules.

J. Vehicles. The Board shall be entitled to create and enforce reasonable rules concerning placement and the parking of any vehicle permitted on the Property. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules. No trucks, commercial vehicles, boats, trailers, vans, campers or mobile homes shall be parked or stored on the street or on any Lot (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots.

The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation. The work "truck" shall include and mean every type of motor vehicle other than a passenger car, so licensed by the State of Ohio, and other than any light pickup truck or van

which is used exclusively as an automobile by an Owner or a member of an Owners family.

K. Trash. Except for the reasonably necessary activities of the Grantor during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, and screened from view.

L. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be installed or maintained on the Property except for satellite receiving dishes 24" in diameter or smaller which cannot be seen from any street.

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

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

O. Street Tree. Grantor may designate one (1) or more trees as deemed necessary by Grantor along the street in front of each Lot. If Grantor determines to designate street tree(s) then the Owners agree to install and maintain such uniform street trees. Each Owner shall care for, and, if necessary, replace such tree or trees at the owner's expense with a like type of tree.

P. Mailbox. Grantor may designate and require a curb side mailbox for each design and composition that will provide uniformity to the subdivision. Each mailbox shall have the street numbers for the Lot on each side of such mailbox. If the mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Architectural Review Committee.

R. Fencing. Fences or walls are permitted in accordance with the following requirements:

1. Fences or walls shall be constructed of wood, stone or brick only, and in no event shall chain link or other metal or wire fencing be permitted.

2. No fence or wall shall be constructed in excess of sixty (60) inches above finished grade.

3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the rear corner of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.

4. Notwithstanding any provision of subparagraphs 19 2 and 3 above, any fence or wall located on Lots adjacent to the Roberts Road right of way, and constructed at the platted building line along Roberts Road, shall be constructed and maintained by the owner of any such Lot in accordance with the following additional requirements:

(a) Said fence shall be of board-on-board construction, shall be constructed of rough-sawn cedar, shall be neither more nor less than sixty (60) inches in height from grade and shall be located at the platted building line along the Roberts Road right of way.

(b) Said fence shall be maintained by the Owner, with such maintenance including the application, as necessary of Olympic Solid Stain, Beachwood color, or should such product be discontinued, by such stain as reasonably approximates the Beachwood color.

The foregoing requirements apply only to the fencing that faces the Roberts Road right of way; other fencing on lots adjacent to said right of way shall meet the requirements of subparagraphs 1, 2 and 3, above.

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

T. Miscellaneous. The following structures and improvements shall not be permitted on any Lot in the subdivision: (i) outdoor clotheslines; and (ii) window air conditioning units on any window facing the street.