

PURPOSES and RESTRICTIONS

Section 3.1 Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee-simple interests may be conveyed, for use for single-family residential living; to establish a unit owners' association to administer the Condominium; to provide for the preservation of the values of Units and the Common Elements; to provide for and promote the benefit, enjoyment and well being of Unit Owners and Occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 3.2 Restrictions. The Condominium Property shall be subject to the following restrictions, conditions and limitations, which shall run with the land and shall be binding upon each Unit Owner, his, her or its successors, assigns, tenants and guests:

3.2.1 **Use of Carport Spaces, Garage Spaces and Parking Spaces.** No automobile repairs or oil changes are to be made or performed in the Carport Spaces, Garage Spaces or the Parking Spaces. No items such as tires, cans of oil, gasoline, etc., shall be kept in Carport Spaces or Garage Spaces. In addition, the garage door on the Carport Spaces and Garage Spaces shall be kept closed at all times for safety and security. Vehicles not parked in their designated Carport Spaces, Garage Space or Parking Space or parked in violation of the rules and regulations adopted by the Board, may be towed away at the Unit Owner's sole risk and expense. Unless otherwise authorized by the Board, the Carport Spaces, Garages Spaces and Parking Spaces may not be used for any purpose other than parking of automobiles. No trailers, boats, recreational or commercial vehicles shall be parked in the Carport Spaces, Garage Spaces or the Parking Spaces. All vehicles must have current license plates, be registered with the Board and be in operating condition.

3.2.2 **Unit Uses.** Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence, and purposes customarily incidental thereto. Notwithstanding the foregoing: (i) professional and quasi-professional Occupants may use a Unit as an auxiliary or secondary facility to an office established elsewhere; (ii) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or conducting personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions; (iii) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, one or more Units as sales models and offices and/or for storage and maintenance purposes; and (iv) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities. All Units shall maintain a temperature above 32° F. at all times. Any cost of repair associated with any damage to the Common Elements caused by a Unit Owner's violation of this Section shall be the sole responsibility of the Unit Owner violating said provision.

3.2.3 **Common Elements Uses.** The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and Occupants and their agents, tenants, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use,

occupancy and enjoyment of Units, provided, however, that unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of the Unit Owners and Occupants, subject to such rules and regulations as may from time to time be promulgated by the Board. Additionally, no doormats, overshoes, boots, umbrellas or other articles shall be placed in the halls, stairways, nor shall anything be hung over the railings of the balcony.

3.2.4 Limited Common Elements Uses. Except as specifically provided otherwise herein, those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements or LCE shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, subject to the restrictions on use of Common Elements and Limited Common Elements set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

3.2.5 Visible Areas. Except for those items originally provided by the Declarant, nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, blinds or curtains or other window treatment) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign (except those of the Declarant), awning, canopy, shutter or (to the extent that such limitation is not prohibited by law) television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof of any building or any part thereof, or in or on a patio or balcony unless authorized by the Board, but then subject to such rules and regulations as the Board may adopt from time to time. The Board may designate locations for any satellite dish or antennae, and may require coverings for such devices, to the extent not prohibited by law. Additionally, no patio or balcony shall be used for fires, barbecues, grilling, storage, and no plantings, fences, structures or lattices shall be created or installed on the patio or balcony without the prior written consent of the Board.

3.2.6 Nuisances. No noxious or offensive activity or noises shall be carried on in any Unit, or upon the Common Elements, nor shall either be used in any way or for any purpose that may endanger the health of or unreasonably disturb any Occupant. The Board may, if it determines that an Unit Owner has allowed the Limited Common Elements appurtenant to a Unit to become unsightly, come on the Limited Common Elements to clean debris and otherwise care for such area, and charge the Unit Owner the cost thereof (plus any other fees and penalties assessed pursuant to the rules and regulations of the Board in connection therewith), which shall become a special individual Unit assessment against such Unit.

3.2.7 Vehicles. The Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Elements, (including, without limitation, Limited Common Elements), and may enforce such regulations or restrictions by levying fines or enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

3.2.8 Renting and Leasing. No Unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided

customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement executed after the submission of a Unit to the Condominium shall be in writing, shall provide that the tenant shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. A copy of each lease of a Unit shall be provided to the Board prior to the date of the commencement of the tenancy under that lease. Whether or not such provisions are included in a lease of a Unit, any tenancy of a Unit shall be subject to termination for a violation by any Occupant of such Unit of any covenant, condition and restriction contained in this Declaration, or the By-Laws of the Association, or the rules and regulations of the Association, all as lawfully amended from time to time. All such tenancies shall be subject to termination by legal proceedings in eviction brought by the Association pursuant to Ohio Revised Code Chapters 5321 and 1923, as agent for the and in the name of the Unit Owner, for any such violation, provided that the Association give the Unit Owner at least ten (10) days written notice of its intent to bring such an eviction proceeding. The costs of any eviction action brought by the Association, including reasonable attorney's fees, shall be a special individual Unit assessment against the Unit, enforceable in the same manner as all other assessments.

3.2.9 Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent; and (iii) on the Common Elements and model Units, signs advertising the sale of Units by the Declarant during the initial sales/rental period, which shall continue until all Units have been sold to parties unrelated to the Declarant.

3.2.10 Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

3.2.11 Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Elements, which may impair the structural integrity of any improvement.

3.2.12 Building on Condominium Property. On the Condominium Property for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

3.2.13 Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, not more than two (2) household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals shall be permitted on any portion of the Common Elements except on a leash maintained by a responsible person; (ii) the permitting of animals on the Common Elements shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to prohibit pets entirely, the right to place limitations on the size, number and type of such pets, and the right to levy fines and enforcement charges against persons who do not clean up after their pets; and (iii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

3.2.14 Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance.

The right of a Unit Owner to sell, transfer or otherwise convey that Unit Owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that Unit Owner's Unit free of any such limitations. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner is required, at the following times, to provide the Association (by delivery to the office of the Association or to any member of the Board) written notice of the name, home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit and the name, business address and business telephone number of any person who manages the Unit Owner's Unit as an agent of such Unit Owner:

- (1) within thirty (30) days after the Unit Owner accepts delivery of a deed to a Unit;
- (2) within thirty (30) days after a change in any of the above-described information; and
- (3) at any time that the Board requests verification or updating of the above-described information.

Each Unit Owner shall provide to a purchaser of such Unit Owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations in such Unit Owner's possession; provided, however, the failure of a Unit Owner to do so shall not relieve any new Unit Owner from being bound by such documents or such rules and regulations.

3.2.15 Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit Owner in favor of another.

3.2.16 Laundry or Rubbish in Common Elements. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements, including balconies and/or patios and the same shall be kept free and clear of rubbish, debris and other unsightly materials. All trash, garbage or other rubbish shall be deposited and disposed of only in accordance with rules and regulations established by the Board.

3.2.17 Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the buildings, the Units or the contents thereof, applicable for residential use. No Unit Owner shall permit anything to be done or kept in his, her or its Unit, the Limited Common Elements appertaining thereto or in the Common Elements which will result in the cancellation of insurance on the buildings, the Units or the contents thereof, or which would be in violation of any law. No waste will be committed upon any part of the Condominium Property. Each Unit Owner shall be obligated to maintain and keep his, her or its own Unit in good order and repair.

3.2.18 Architectural Control. Except for improvements constructed by the Declarant, or as specifically permitted herein, no building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with. The Board may condition such approval upon the requesting Unit Owner's agreement to maintain the same, and such agreement shall be binding upon the Unit Owner and the Unit Owners successors in ownership of the Unit, notwithstanding any provision of the Condominium Organizational Documents to the contrary. Swimming pools, trampolines, swing sets, basketball hoops and similar recreational facilities are expressly prohibited.

3.2.19 Arbitration. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation promulgated by the Board, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three (3) days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless and until the decision of the Board has first been obtained.

3.2.20 Rules and Regulations. The Board may, from time to time, adopt reasonable rules and regulations respecting the use and operation of the Condominium Property, and each part thereof, which rules and regulations shall be enforceable as fully and to the same extent as all other restrictions herein.

3.2.21 Common Parking. Each Unit Owner and Occupant and the employees, customers and invitees thereof shall be entitled to the non-exclusive use of parking areas (excluding the Carport Spaces, Garage Spaces and designated Parking Spaces) on the Condominium Property in common with other Unit Owners and Occupants, provided, however, the Board may prescribe reasonable rules and regulations with respect to all parking areas, and each Unit Owner and Occupant and the respective employees, guests, customers and invitees of such Unit Owners and Occupants shall use and occupy such parking areas in conformity with such rules and regulations; provided, however, neither Declarant nor the Board shall be obligated to enforce any such rules and regulations.