

ARTICLE IV

ARCHITECTURAL REVIEW

Section 1. Architectural Review.

(a) **Establishment of Architectural Review Board.** The Architectural Review Board shall initially consist of such three individuals as Declarant shall from time to time designate, in its sole discretion. From and after such time as Declarant, in its sole discretion determines, but no later than the time all Lots in Stepping Stone, as it may ultimately be constituted, have been conveyed to bona fide residential home purchasers, the Architectural Review Board shall consist of such persons (who may but need not be members of the Board), in such number, have such terms, have such qualifications, and be subject to such restrictions and limitations, as the Board may from time to time determine; provided that, if at that time a Dwelling has not been constructed on every Lot, the Improvements built on any such Lot shall be subject only to Declarant's prior approval, and the Architectural Review Board shall have no jurisdiction with respect thereto.

(b) **Purposes.** The purposes of the Architectural Review Board shall be to:

- (i) Establish, maintain and preserve Design Guidelines;
- (ii) Review, approve and disapprove proposed building plans for all Improvements; and
- (iii) Advise and recommend to the HOA Board measures and actions to enforce the Design Guidelines and the covenants and restrictions set forth herein, and cause such measures and actions to be taken when directed by the HOA Board.

(c) **Design Guidelines.** The Architectural Review Board shall, from time to time, establish architectural, building, and environmental standards for all Improvements in Stepping Stone, in order to assure that Stepping Stone will be built and maintained as a high quality residential development with harmonious and pleasing appearance, and a safe and secure residential community. These Design Guidelines, among other things, shall contain architectural, building and environmental standards, and shall control and regulate external design, quality and types of construction, materials and colors to be utilized, setting, height, grade, finished ground elevations, landscaping, tree removal, and any and all other aspects of construction, or regarding safety, or related to visual appearance, of all Improvements. These standards shall also include all items necessary to conform to and comply with the lawful requirements of all public authorities, including, without limitation, lawful statutes, ordinances, rules and regulations, standards, directives, and zoning texts.

(d) **Responsibilities; Effect of Actions.** The Architectural Review Board shall exercise its best judgment to see that all improvements are built to conform to the Design Guidelines and the restrictions contained herein. The decisions of the Architectural Review Board as to conformity with the Design Guidelines and the restrictions contained herein shall be conclusive and binding on all parties. The Architectural Review Board shall also periodically view all property in Stepping Stone and actions taken with respect thereto and advise the HOA Board of all violations of the covenants and restrictions imposed hereby, for further action by the HOA Board on behalf of the HOA.

Section 2. Plan Approval; Duty to Build.

(a) **Requirement of Plan Approval.** No Improvements visible to the exterior shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or change or alteration of any such Improvements be made, nor shall any change in exterior color be made, nor shall any change be made in any landscaping visible to the exterior (excluding replanting of casual flowers and shrubs in beds and areas provided for the same), until the same shall have first been approved in writing by the Architectural Review Board in accordance with the Design Guidelines and as provided herein. Approval shall be requested by submission to the Architectural Review Board of plans and specifications, showing all areas of proposed construction or change, as required by the Architectural Review Board, which can include requests for drawings or descriptions of the following:

- (i) Existing and proposed land contours and grades;
- (ii) All buildings, and other improvements, access drives, and other improved areas, and the locations thereof on the site;
- (iii) All landscaping;
- (iv) Plans for all floors, cross sections and elevations, including projections and wing-walls;
- (v) Exterior lighting plans;
- (vi) Mail boxes, address markers, and exterior ornamentation;
- (vii) Walls, fencing, and screening;
- (viii) Patios, decks, gazebos, and porches;
- (ix) Signs and parking areas;
- (x) Swing sets, play areas, basketball boards, and similar improvements;
- (xi) Samples of materials to be used to the extent requested by the Architectural Review Board;
- (xii) Certification that the finished improvements will conform to the requirements of the Design Guidelines and the provisions hereof; and
- (xiii) Such other information, data, and drawings as may be reasonably requested by the Architectural Review Board.

Specifications shall describe types of construction and exterior materials to be used, including, without limitation, the colors and manufacturers thereof, and shall otherwise be prepared according to the Design Guidelines and the restrictions contained herein.

(b) **Basis of Approval; Commitment to Build.** Approval shall be based, among other things, upon conformity and harmony of the proposed plans with the Design Guidelines, the restrictions contained herein, and other structures in Stepping Stone; the effect of the erection and use of improvements on neighboring property; and conformity of the plans and specifications to the purpose and intent of the provisions hereof. Approval of plans and specifications shall constitute the commitment of the owner to build

according to the approved plans and specifications within a reasonable time, not to be longer than one (1) year from the date of approval.

(c) **Failure to Approve or Disapprove.** If the Architectural Review Board fails either to approve or disapprove any such plans and specifications within sixty (60) days after the same have been delivered to it, it shall be conclusively presumed that the Architectural Review Board has approved those plans and specifications.

(d) **Liability Relating to Approvals.** Neither Declarant, the Association, the Board, the Architectural Review Board, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve the same. Every person and entity who submits plans and specifications to the Architectural Review Board agrees, by submission thereof, that he, she, it or they will not bring any action or suit against any of the foregoing to compel any person to act or not act or to recover any alleged damages.

ARTICLE V

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Uses.

(a) **Residential Uses.** Except as otherwise specifically provided in this Declaration, no Lot shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no residence may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the residence), making professional telephone calls or corresponding in or from a residence, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; and (ii) Lots and Common Elements may be used for construction and sales purposes, and sales models, by Declarant and by builders and developers as approved by Declarant, in its sole discretion, until all Lots, with Dwellings on them, have been conveyed to bona fide residential home purchasers.

(b) **Transient Uses.** No residence on a Lot shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for a period less than thirty (30) days, or (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 only a portion of a residence on a Lot.

(c) **Temporary Structure Use.** No incomplete structure or structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently.

(d) **Hobbies.** Hobbies or activities that tend to detract from the aesthetic character of Stepping Stone, and improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted as directed by the Board of the HOA. This limitation has reference to, but is not limited to, such activities as automobile and boat repair.

(e) **Offensive Activities.** No activity noxious or offensive in the reasonable judgment of the Board of the HOA shall be carried on or permitted upon any part of Stepping Stone, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing:

(i) **Waste.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot or upon any portion of Stepping Stone;

(ii) **Odors.** Except for odors common in and around operating horse stable areas and horse riding trails, no offensive odors shall be permitted to arise or to be emitted therefrom so as to render any portion of Stepping Stone unsanitary, unsightly, offensive, or detrimental to any of the remainder of Stepping Stone, or to any Occupants thereof;

(iii) **Lighting.** No exterior lights, other than emergency lighting, the principal beam of which shines upon portions of Stepping Stone other than the Lot upon which they are located, or otherwise carry unreasonable interference with the use and enjoyment of any Lot by the Occupants thereof shall be permitted on any Lot, provided that lighting of model homes and the Common Elements, including those to mark or illuminate horse and walking trails, and lighting for the Equestrian Center Parcel, shall not be prohibited nor constitute an unreasonable interference with the use or enjoyment of any Lot or Occupant; and

(iv) **Sound.** 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. Music, either live or by recording device, that is so loud as to disturb one's neighbors, is prohibited.

(f) **Service Screening, Storage Areas.** Garbage and refuse shall be placed in containers, which shall be concealed and contained within buildings until the time scheduled for pick up and disposal. Except during the active period of construction on any Lot, no materials, supplies or equipment shall be stored on any Lot except inside closed buildings.

(g) **Machinery and Equipment.** No commercial machinery or equipment of any kind shall be placed, operated or maintained in Stepping Stone except such machinery or equipment reasonably necessary for use in connection with maintenance, or construction of improvements approved by the Architectural Review Board, or reasonably necessary for use in connection with the operation of the Equestrian Center.

(h) **Vehicles, Trailers, Boats, Commercial Vehicles and Motor Homes.** No automobile may be left upon any Lot or Reserve for a period longer than twenty-four (24) hours in a condition such that it is incapable of being operated upon the public highways, after which time the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and shall be removed from Stepping Stone. Any towed vehicle, boat, motor home or mobile home regularly stored upon any portion of Stepping Stone, or temporarily kept thereon for periods longer than twenty-four (24) hours, shall be considered a nuisance and shall be removed from Stepping Stone. The

foregoing, however, does not apply to such boats or other vehicles, whether motor-driven or towed, as are stored wholly within private garages. No commercial vehicles may be parked, stored or temporarily kept on any Lot or Reserve, except when there temporarily to service existing improvements or to be used in connection with the construction of improvements in Stepping Stone. Only automobiles and authorized trucks may be parked on the driveways or outside of private garages. An authorized truck is a truck of one ton capacity or less that exhibits no external evidence of commercial use. Notwithstanding the foregoing, the Board of the HOA shall have the right, in its sole discretion, to determine whether or not a particular vehicle type, or any particular vehicle, is authorized, and to authorize, in its sole discretion, the maintaining of horse transportation and maintenance vehicles and apparatus on the Equestrian Center Parcel.

(i) **Animals.** Except as hereinafter provided, and except for horses properly boarded in the horse stable or properly at the Equestrian Center, or properly using the horse riding trails, in accordance with all rules adopted by the Board of the HOA, no animals, livestock, birds, poultry or other fowl, snakes, reptiles, or species of insects, shall be raised, bred, kept, or maintained on any Lot, or any portion thereof. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a residence on a Lot provided that: (i) no more than three of any type of animal may be maintained in any residence (except when less than three months of age); (ii) the maintaining of animals shall be subject to such rules and regulations as the Board of the HOA may from time to time promulgate, including, without limitation, the right to place limitations on the size and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (iii) the right to maintain an animal shall be subject to termination if the Board of the HOA, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on other owners or Occupants, or Stepping Stone as a whole.

(j) **Open Fires.** Open fires, leaf burning, trash burning, or the like, excepting only domestic use of commercially made barbecue grills and fire pits, are prohibited.

Section 2. Building, Improvement, and Other Limitations.

(a) **Lot Splits.** No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, unless approved by the HOA and all governmental authorities having jurisdiction.

(b) **Dwelling Size.** No building shall be constructed on a Lot except one single family dwelling that does not exceed two and one-half stories in height, and that, exclusive of basements, garages, attics, and open porches and patios has a minimum square foot floor area of 1,800 square feet.

(c) **Garages.** Each single family residence must have at least a two-car garage.

(d) **Outbuildings, Temporary Improvements.** Except as otherwise provided, no outbuildings, storage sheds or temporary buildings or structures, shall be permitted; provided, however, (i) trailers, temporary buildings, barricades and the like shall be permitted for construction purposes during the construction period of a permanent building and for sales purposes during the sale of a Lot or Lots, and (ii) detached garages, with or without guest or help quarters, may be permitted; provided in either such case, Declarant or the Architectural Review Board shall have theretofore approved in writing the installation, design, appearance, and location of the same. Any temporary structure shall be removed not later than fourteen (14) days after the date of

completion of construction of the building(s) for which the temporary structure was intended, and temporary structures shall be permitted for no longer than a period of one (1) year, unless a variance is granted by the Architectural Review Board.

(e) **Antennas.** No antenna or dish for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used or maintained on any Lot outside any building, whether attached to an improvement or otherwise, including, but not limited to satellite dishes, unless approved by the Architectural Review Board, or unless required to be permitted by law, but subject to such lawful rules and regulations as the Board of the HOA may from time to time adopt, and the further limitation that satellite dishes may not exceed twenty four (24) inches in diameter and must be erected or installed to minimize visibility from the street which the Dwelling on the Lot fronts.

(f) **Utility Service.** No lines, wires or other devices providing utility services, including telephone, television, data, and radio signals, or for transmission of electric current or energy, shall be constructed, placed or maintained anywhere in Stepping Stone unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings, or other approved improvements; provided, above ground electrical transformers and other equipment may be permitted if properly screened and approved by the Board. In addition, all gas, water, sewer, oil and other pipes for gas or liquid transmission shall also be placed underground or within or under buildings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

(g) **Improvement Location.** All Improvements shall be placed so that the existing topography and landscape shall be disturbed as little as possible, and so that the maximum number of desirable trees and other natural features will be preserved, unless the Architectural Review Board or Declarant approves in writing some other placement. All Dwellings must be situated between the front and rear setback lines, as shown on the plat of Stepping Stone. For purposes hereof, eaves and steps shall not be considered part of a Dwelling, provided that this shall not be construed to permit any portion of any Dwelling to encroach on another Lot or a Reserve. No improvements shall be constructed in any areas designated on a plat of Stepping Stone "no build tree preservation zone", or similar designation, except horse riding and walking trails and improvements necessary to make the same useable and safe. No obstruction of a horse riding or walking trail to the free passage of horses and pedestrians shall be permitted.

(h) **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

(i) **Storage Tanks.** No storage tanks, including, but not limited to, those used for storage of water, gasoline, oil, other liquid or any gas, shall be permitted in Stepping Stone outside a building, except (a) storage tanks used during the construction of residences; (b) propane tanks having a capacity of thirty (30) pounds or less, for use to power a gas grill; and (c) storage tanks, if any, necessary for the operations of the Equestrian Center.

(j) **Improvement Exteriors.** All windows, porches, balconies and the exteriors of buildings and other improvements shall at all times be maintained in a neat, clean and orderly condition. No clotheslines or other outside drying or airing facilities shall be permitted on the exterior of any Dwelling, and no clothing or any other household fabrics shall be hung in the open on any Lot or Reserve.

(k) **Exterior Materials and Colors.** Finish building materials shall be applied to all sides of the exteriors of buildings. Colors shall be harmonious and compatible with colors of the natural surrounding and other adjacent buildings. The Architectural Review Board shall have the right to approve or disapprove exterior materials and colors.

(l) **Signs.** No signs of any character shall be erected, posted or displayed in Stepping Stone except: (i) marketing signs installed by or with the consent of Declarant during the period of the initial sale of homes; (ii) street and identification signs installed by the HOA or Declarant; (iii) signs approved by Declarant or the Architectural Review Board with regard to the identification or use of the Equestrian Center Parcel and the horse and walking trails; and (iv) one temporary professional real estate sign on a Lot not to exceed five (5) square feet in area advertising that a Lot or residence is for sale.

(m) **Landscaping.** Stepping Stone Lots and appropriate Reserves shall be landscaped according to plans approved by Declarant or the Architectural Review Board, and by the appropriate governmental authorities. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. In the event a Lot owner fails to sod a Lot within the time limits established by the Declarant or the Architectural Review Board, Declarant or the HOA may provide and install the same, and if provided and installed by the HOA, the cost thereof may be assessed as a special individual assessment. Each Lot owner shall remove dead and diseased trees and limbs from that owner's Lot provided, however, that permission of the Board of the HOA shall be obtained before any tree or limb is removed from the no build tree preservation zones designated as such on plats of property a part of Stepping Stone.

(n) **Maintenance.** Subject to limitations on use and maintenance with respect to tree preservation in no build zones as shown and set forth on a plat of Stepping Stone, no Lot, building, or other improvement shall be permitted to become overgrown, unsightly or to fall into disrepair, and all buildings 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 Architectural Review Board.

(o) **Drainage and Grading.** No drainage ditches, cuts, swales, impoundments, mounds, knobs, 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 pattern, may be destroyed, altered or modified by or at the direction or with the consent of any Lot owner without the prior consent of the Architectural Review Board. No improvement shall be made in any manner whatsoever that is inconsistent with the master grading plans established by Declarant for Stepping Stone, or any part thereof, without the prior written consent of the Architectural Review Board. The Association and its representatives shall have the right to enter upon any Lot and any

other portion of Stepping Stone and 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.

(p) **Soil Removal.** No soil shall be removed from any Lot for commercial purposes.

(q) **Fences.** No fence, wall, or barrier of any kind may be maintained or erected on any Lot or Reserve, except as required by law, or with the prior written approval of the Architectural Review Board, or as hereinafter provided. Notwithstanding the foregoing or any other provision hereof, fences presently in the Equestrian Center Parcel shall continue to be permitted, maintained and replaced as necessary, and additional fencing on the Equestrian Center Parcel, and partial fencing along horse riding and walking trails constructed and maintained for safety purposes, shall be permitted, subject to approval by the Architectural Review Board.

(r) **Swimming Pools.** Above-ground swimming pools and portable swimming pools (other than hot tubs not exceeding one hundred (100) square feet of surface area) are not permitted. Swimming pools permitted, if any, shall be visually screened.

(s) **Solar Panels.** No solar panels shall be permitted.

(t) **Window Air Conditioning Units.** No window air conditioning unit shall be permitted in any front or side window of a Dwelling.

(u) **Storage.** No open storage of any kind shall be permitted. No accessory building, in addition to the actual Dwelling itself, shall be permitted on any Lot, for any purpose whatsoever.

(v) **Governmental Regulations.** Each building site is subject to all present and future applicable laws, ordinances, rules, regulations and orders of the United States Government, the State of Ohio, Franklin County, Jefferson Township, or any other political subdivision and any administrative agency of any of the foregoing having jurisdiction thereof. Nothing herein shall be construed as permitting any action or condition prohibited by such applicable laws, ordinances, rule, regulations and orders. In the event of any conflict between any such applicable laws, ordinances, rules, regulations and orders and these protective covenants, the most restrictive provisions shall govern and control.

(w) **Tree Preservation.** No ornamental tree (including evergreen trees) having a height of six feet or more, lying between the barn on the Equestrian Center Parcel and Additional Property, Parcel 2, shall be removed unless replaced by a replacement ornamental tree having a height of six feet or more, without the express prior consent of the HOA Board, and the present owners of the Additional Property, Parcel 2, if they still own that property.