

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That, Townside Development Corporation, an Ohio Corporation, the Owner and Developer of all of Terwilliger's Run subdivision, in Hamilton County, Ohio, and more specifically described in Exhibit "A" attached hereto, intending to establish a general plan for the use and occupancy and enjoyment of said Terwilliger's Run Subdivision, hereby declares that for the mutual benefit of the present and future owners of said lots, said lots shall be subject to the following restrictions:

1. Said lots shall be used for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a dwelling not to exceed two and one half (2 ½) stories in height and a private garage for not more than three cars.

2. Those owners of lots fronting on a private drive (non dedicated), covenant to share, on an equal basis, the cost of maintaining and repairing said private drive.

3. All owners shall participate in the Terwilliger's Run Green Areas Fund and shall share on an equal basis the cost of maintaining and repairing all entry and street signage, landscape islands and landscape areas as indicated on Developer's plat.

4. The area of the main structure, exclusive of one (1) story open porches and garages, shall be not less than 2400 square feet for a one story dwelling, no less than 2400 square feet for a dwelling of more than one story.

5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

6. 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 temporary or permanent.

7. No sign of any kind shall be displayed to the public view on any lot excepting one (1) professional sign of not more than 1 square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, a sign used by a builder to advertise the property during the construction and sale and/or the subdivision identification signs or the signage indicated on the record plat.

8. No fence or wall of any kind, specifically including the use of hedge or other growing plants as a fence, and for any purpose, excepting a retaining wall, shall be erected, placed or suffered to remain upon any lot nearer to any street than the front building line of the building located on the lot, except that fences or walls for ornamental purposes, not more than four (4) feet in height, may be erected nearer to any street than the front building located on the lot. All fencing in any locations on any lots must approved by

the Terwilliger's Run Design Review Criteria before installation.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided, that they are not kept, bred or maintained for any commercial purpose. Pets should not be allowed to create a nuisance, unreasonable disturbance or damage to the property of any other resident.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. No individual water supply system nor individual sewer disposal system shall be permitted on any lot.

12. All building plans and specifications, including but not limited to exterior building materials, engineering, siting and placement of the house on the lot, decks and patios, walkways, fencing, and landscaping must comply with the design criteria set forth by the Terwilliger's Run Design Review Criteria and be subject to the approval of the Terwilliger's Run Design Review Committee.

13. No boats, campers, utility or recreational trailers, commercial vehicles, racing vehicles, snowmobiles, all-terrain vehicles or other recreational vehicles shall be parked for more than overnight in front of or in the driveway of any residence. Lot owners should seek out alternative storage arrangements for such vehicles if they cannot be stored within an enclosed garage.

14. The owners of lots in Terwilliger's Run shall maintain and keep their homesite in good appearance by cutting all weeds and underbrush and by cutting and maintaining all lawns.

15. (a) Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of then (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(b) Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(c) Severability: Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

VIOLATIONS OF COVENANTS AND FINES:

Compliance with all elements of the Covenants, By-Laws and Rules & Regulations by all lot owners is critical to maintaining good relationships with our neighbors, enhancing property values and ensuring the highest possible quality of life within the community. Conformance to these conditions should be performed not merely because they are required, but rather out of respect to the rights and concerns of our neighbors.

All members should consider that the Board of Directors cannot be expected to witness all violations and solve all disputes between residents. The members of the Terwilliger's Run Home Owners Association must be willing to come forward and notify the Board or file complaints when rule violations occur in order for the Board to take action.

If a lot owner is believed to be in violation of any of the Covenants, By-Laws or Rules and Regulations, a signed, written complaint must be submitted by a property owner or a member of the Board of Directors. A written complaint form prescribed by the Board of Directors is attached in Form 1.

1. The owner charged with the violation will be given written notice of the complaint by the Board of Directors via first class mail (Form 2). This notice will inform him/her of a time and place where the Board of Directors will conduct a hearing to review the complaint. The notice will be mailed to the last known address and deposited in the U.S. Mail at least 10 days in advance of the hearing. At that time, the owner will have the opportunity to present a defense. All hearings will proceed with or without the presence of the owner, so long as notice has been sent in advance.
2. If any resident is found guilty of a violation, the Board will notify the party in writing and a fine may be charged to the owner of the lot. If the owner fails to pay any assigned fine in the stated time period, a \$25 late fee will be charged back to his/her account (Form 3).
3. There will be a \$50 fine for each violation, provided the property owner has not been fined for the same violation within the last 90 days. If the property owner has been fined for the same violation within the last 90 days, the fine will be \$100. The fine will continue to double for each subsequent violation for the same offense within the last 90 days (e.g. third violation fine is \$200, fourth is \$400, etc.).
4. In the event of any violation of the Rules and Regulations, the Covenants or the By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed to the account of the offending owner at the time they are incurred.

**TERWILLIGER'S RUN HOMEOWNERS ASSOCIATION
VIOLATION REPORT TO THE BOARD OF DIRECTORS**

PLEASE NOTE: A violation report must be filled out completely or the complaint may not be considered by the Board. After the report has been filed, it may be necessary for you to appear if and when a hearing is scheduled by Board to review this matter. The alleged violator will also be requested to attend this hearing. After hearing this case, the Board will determine if a violation occurred and if a fine should be levied.

Alleged Offender's Name: _____

Address or Lot Number: _____

Violation Location (if other than address): _____

Date of Violation: _____ Approx. Time of Day: _____

Description of Violation(s): _____

Report Submitted by: _____ Phone: _____

Address: _____ Date: _____

Signature: _____

Please submit this form to a member of the Board of Directors or send it to:

Board of Directors
Terwilliger's Run Homeowners Association
P.O.B. 498751
Cincinnati, Oh 45249

TERWILLIGER'S RUN HOMEOWNERS ASSOCIATION
NOTICE OF RECEIPT OF VIOLATION REPORT

DATE: _____

TO: LOT OWNER _____

A Violation Report form has been filed with the Board of Directors of Terwilliger's Run Homeowners Association, alleging violations of the Association's Covenants, By-Laws or Rules and Regulations regarding:

The Board of Directors will review this matter on _____ 20__ at approximately _____ P.M. at the following location:

You have the right to present a defense and evidence regarding this allegation. After hearing the case, the Board will determine if a violation occurred and if a fine in the amount of \$_____ should be levied.

Please be present at this hearing. The Board will proceed on the aforesated date with or without your presence.

Very truly yours,

Board of Directors
Terwilliger's Run
Homeowners Association

TERWILLIGER'S RUN HOMEOWNERS ASSOCIATION
NOTICE OF DISPOSITION OF VIOLATION REPORT

DATE: _____

TO: LOT OWNER _____

On this ____ day of _____, 20____, the Board has reviewed the allegation of violation of the Covenants, By-Laws or Rules and Regulations of the Association regarding:

The Board has taken the following action:

- () The Board has determined that no violation occurred.
- () The Board has determined that a violation has occurred. Accordingly, costs and expenses of fifty dollars (\$50.00) have been assessed against your property. Costs and expenses of \$75 will be assessed if this violation is not corrected by _____ or if further violations occur.
- () The Board has determined that a subsequent violation has occurred. Accordingly, costs and expenses of _____ have been assessed against your property. As such, we have been instructed to inform you that legal proceedings will be instituted if further violations occur.
- () As a result of a subsequent violation, costs and legal fees in the amount of \$ _____ have been incurred by the Association and these expenses are being charged against your property.

Please see Page ____ of the _____ regarding this violation (copy attached).

If any of the last three items above is checked, please remit a check payable to the Terwilliger's Run Homeowners Association, P.O.B 498751 Cincinnati, Oh 45249. Payment is due two weeks from the above date.

Regards,

Board of Directors
Terwilliger's Run
Homeowners Association