

**ARTICLE XI
OTHER REGULATIONS**

Section 11.01: General Government Regulations. This Declaration, and all of the other Governing Documents, are subject to the Applicable Law of all Government Entities.

Section 11.02: Specific Zoning Compliance. In addition to general Applicable Law, this Declaration, and all of the other Governing Documents, are subject to the terms, conditions and requirements of Beaver Creek Township Zoning Case # 671, a residential-business planned unit development, adopted by resolution of the Township dated October 12, 1993, and any future amendments to, or extensions of, that zoning case. This Declaration and all of the other Governing Documents are also specifically subject to all applicable subdivision regulations of Greene County, Ohio.

Section 11.03: Existing Scenic River Preservation Agreement. This Declaration, and all of the other Governing Documents are also subject to the terms, conditions and requirements of an Agreement between the Developer and Little Miami, Inc., an Ohio non-profit corporation, dated July 22, 1993, for the purpose of granting a perpetual easement for the conservation and preservation of certain areas along the Little Miami River, a National and State Scenic River, and any future amendments to that Agreement.

Section 11.04: No Discrimination. The Developer intends that the Community will be an equal housing opportunity development. Therefore, no Person will be prohibited from becoming an Owner of any Lot, or a Member of the Association or the Society of any Neighborhood, on the basis of that Person's race, color, creed, national origin, religion, sex, sexual preference, disability, or any other discriminatory factor prohibited by Applicable Law.

PART THREE - COMMON AREA RIGHTS AND OBLIGATIONS

Stonehill Village has been meticulously planned and designed over a period of years to provide the Community's Members with a lifestyle which is reminiscent of the "good old days." In its pursuit of this goal, Stonehill Village has plans to provide its residents with convenient access to bikeways, walkways, parks, and, in some cases, recreation centers, and other "Common Areas" which are unsurpassed by any other community. These coordinated Common Areas are intended to provide cohesiveness, beauty, recreation, and a sense of community spirit and pride to the residents of Stonehill Village.

ARTICLE XII
COMMUNITY COMMON AREAS

Section 12.01: Designation of Community Common Areas. Owners in the Community will benefit from a wide variety of Community Common Areas which are planned by the Developer. It is the Developer's intention to convey fee simple title to the Community Common Areas to the Community's Association in Phases, by means of the platting process and/or by special warranty deed. Furthermore, Supplemental Declarations may provide conditions and restrictions applicable to the use of some or all of the Community Common Areas. It is ultimately the intention of the Developer to provide all of the Owners in the Community with access to those Community Common Areas designated in the Master Concept Plan. As the Community develops to its full potential, there will thus be more and more Community Common Areas available for use by the Owners. All Owners in the Community will have access to the Community Common Areas, and such Community Common Areas will be maintained, in the manner described in this Part of the Declaration, and as may be further described in any Supplemental Declarations. These Community Common Areas are intended to include, but not necessarily be limited to, those types of Community Common Areas described in the following Section of this Article.

Section 12.02: Types of Community Common Areas. There are several different types of Community Common Areas planned for the Community. The different types described below are representative of those the Developer anticipates incorporating into the Community. However, this is not an exclusive list. Further, the Developer reserves the right during the Development Period to eliminate any type of Community Common Area, or to include additional types, during the process of developing the Community.

- A. **Green Space Areas.** The Master Concept Plan for the Community contemplates a vast network of open space corridors, park areas, and other open space elements that are to be strategically and attractively located throughout the Community. Portions of the Green Space Areas may contain identification signs for the Community and the respective Neighborhoods, as well as various Landscape Features. Some of these Green Space Areas are in the form of Linear Parks, intended to create unique and convenient links between Neighborhoods and Common Areas throughout the Community.
- B. **Recreation Facilities.** The Master Concept Plan also contemplates the eventual establishment of several types of Recreation Facilities to be

integrated throughout the Community in various locations. Some of these Recreation Facilities may be designated as Community Common Areas, while others will be Limited Common Areas.

- C. Bike and Jogging Paths. The Master Concept Plan anticipates the development of a vast network of Bike and Jogging Paths as a form of Recreation Facility. The Bike and Jogging Paths are intended to provide links between the Neighborhoods and the Community Common Areas for the purpose of facilitating non-traditional modes of transportation throughout the Community. Most of the Bike and Jogging Paths will be Community Common Areas, but some portions may be Limited Common Areas. The types of transportation and uses permitted on the Bike and Jogging Paths will be subject to Rules and Regulations adopted by the Board of the Association.
- D. Certain Conservation and Preservation Areas. Certain portions of the Property may be set aside for the purpose of conservation and preservation of natural animal life and vegetation. Some Conservation and Preservation Areas, or specific portions, may be designated as Community Common Areas and others may be considered Limited Common Areas. However, most Conservation and Preservation Areas will likely be designated as Restricted Common Areas.
- E. Village Green. The Master Concept Plan provides for the establishment of a small landscaped park in the Village Center area of the Community, which is to be designated the "Village Green." It is anticipated that this will be a focal feature within the Community.

ARTICLE XIII

LIMITED COMMON AREAS

Section 13.01: Designation of Limited Common Areas. The Developer may designate certain Common Areas as Limited Common Areas. These Limited Common Areas will be clearly identified on the Plat(s) of those Phases in which they are located. Limited Common Areas will be reserved for the exclusive use or primary benefit of certain identified Owners in one or more Neighborhoods, or particular Members of the Association. The Developer will reserve and provide restrictions on the use of the Limited Common Areas for the benefit of a specified group of Owners or Members, through Supplemental Declarations. No such reservation will preclude the Developer from later assigning or reserving the use of the same Limited Common Areas to

additional Owners during the Development Period. After the Development Period, a Limited Common Area may be converted to a Community Common Area only upon the majority vote of the Voting Members of the Association and a majority vote of those Owners to which the Limited Common Area had been reserved. The Limited Common Areas are intended to include, but not necessarily be limited to, those types of Limited Common Areas specified in the following Section of this Article.

Section 13.02: Types of Limited Common Areas. The different types of Limited Common Areas described below are representative of those the Developer anticipates incorporating into the Community. However, this is not an exclusive list. Further, the Developer reserves the right to eliminate any type of Limited Common Area, or to include additional types, during the process of developing the Community.

- A. Neighborhood Limited Common Areas. Each Neighborhood may have certain Limited Common Areas which, due to their nature and/or location, would not be appropriately designated as Community Common Areas, and are intended for the exclusive use and enjoyment of only those Owners in that Neighborhood. Common Areas will be clearly designated on the Plat of the applicable Neighborhood where the Neighborhood Common Areas are to be located.
- B. Certain Recreation Facilities. As stated in the last Article, some Recreation Facilities, including possibly some portions of the Bike and Jogging Paths, due to the nature of their services and/or specific location, may be deemed by the Developer to be inappropriate as Community Common Areas. If so designated by the Developer, such Recreation Facilities will be deemed to be Limited Common Areas.
- C. Certain Conservation and Preservation Areas. The Developer may designate some Conservation and Preservation Areas, or specific portions, as Limited Common Areas. However, most Conservation and Preservation Areas will be Restricted Common Areas.

ARTICLE XIV

RESTRICTED COMMON AREAS

Section 14.01: Designation of Restricted Common Areas. The Developer reserves the right to designate certain portions of the Property as Restricted Common Areas. The Restricted Common Areas are intended for the overall benefit of the Community as a whole. However, actual physical access to or use of those Restricted Common Areas will be strictly prohibited or limited in the manner provided in Supplemental

Declarations pertaining to those areas. Restricted Common Areas will be clearly identified on the Plat(s) of those Phases in which they are located. During the Development Period, the Developer will have the exclusive power to change the designation of all or any portion of the Restricted Common Area to either a Community Common Area or a Limited Common Area, for such uses and purposes as the Developer may provide in an amendment to this Declaration, or to the Supplemental Declaration through which the original Restricted Common Area designation was made. After the Development Period, a Restricted Common Area may be converted to a Community Common Area or a Limited Common Area only upon the majority vote of the Voting Members of the Association.

Section 14.02: Types of Restricted Common Areas. The Developer contemplates that Conservation and Preservation Areas will be the only type of Restricted Common Area. However, the Developer reserves the right during the Development Period to include additional types of Restricted Common Areas.

ARTICLE XV

USE AND ENJOYMENT OF COMMON AREAS

Section 15.01: General Use. Every Owner will have the right to use, access, and enjoy the Common Areas, subject to the conditions and limitations set forth in this Article, any Supplemental Declarations, and Applicable Law. Any Owner may temporarily and concurrently extend his, her, or its right to use and enjoy the Common Areas to any Users designated by the Owner, subject to Rules and Regulations adopted by the Board of the Association, and any restrictions provided in any other Governing Documents.

Section 15.02: Limitations on Use. The general use and enjoyment of Common Areas will be limited in the manner set forth in this Section.

A. **Community Common Areas.** The general use of Community Common Areas will be subject to:

1. This Declaration, any Supplemental Declaration, and all of the other Governing Documents;
2. Any restrictions or limitations contained in any deed conveying such Community Common Areas to the Association;
3. The right of the Board to adopt Rules and Regulations pertaining to the use and enjoyment of the Community Common Area;
4. The right of the Board to suspend the right of an Owner to use Recreation Facilities within the Community Common Areas for any

period during which any Assessment payable by the Owner remains unpaid, or any other violation of the Governing Documents remains uncured;

5. The right of the Association to dedicate or transfer all or any part of the Community Common Area;
6. The right of the Association to impose membership requirements and charge membership, admission or other fees for the use of any Recreation Facility included within the Community Common Areas;
7. The right of the Association to permit use of any Recreation Facilities within the Community Common Areas by Persons other than Owners and/or permitted Users upon payment of fees or charges established by the Association;
8. The right of the Association to mortgage, pledge, or hypothecate any or all of its real or personal property, including the Community Common Areas, as security for money borrowed or debts incurred;
9. The right of the Developer or the Association to grant easements over the Community Common Areas, as provided in this Declaration.
10. The rights of certain Owners to the exclusive use of those portions of the Common Area designated as Limited Common Areas;
11. The restrictions or prohibitions pertaining to Restricted Common Areas;

- B. Limited Common Areas and Restricted Common Areas. The use of Limited Common Areas and Restricted Common Areas will be subject to the restrictions set forth in subsection (A) above, as well as any additional restrictions or conditions contained in any Supplemental Declaration, or in the deed or Plat documentation establishing such Limited Common Areas or Restricted Common Areas.

Section 15.03: Developer's Use. During the Development Period, the Developer will have unlimited access to, and use and enjoyment of, all Community Common Areas, Limited Common Areas and Restricted Common Areas, without the payment of any Assessment or other fee or charge.

Section 15.04: Founding Members' Use. Notwithstanding anything to the contrary in this Declaration, the Founding Members and their designated Users will have the unlimited access to, and use and enjoyment of, all Community Common Areas, Limited Common Areas and Restricted Common Areas, throughout the Development Period,

and after the Development Period so long as at least one of them own any Lot or Exempt Property within the Community. The rights of the Founding Members under this Section will also be without the payment of any Assessment or other fee or charge.

Section 15.05: Restrictions on Present Use of Future Common Areas. Notwithstanding any provision of this Part Three to the contrary, the rights of Owners and their designated Users to access, use and enjoy any of the Common Areas will apply only to those portions of the Property which are then Functioning Common Areas. No Owner or designated User will have any right to use any portion of the Future Common Areas, until such time as the Developer has formally established, designated and activated that portion of the Property as Community Common Areas, Limited Common Areas or Restricted Common Areas by recording an appropriate Plat. Furthermore, no Owners will have any expectation interest in the development or inclusion of any Future Common Areas as part of the Community. The development, designation, inclusion or activation of any Future Common Areas as Functioning Common Areas will be made solely at the discretion of the Developer, in a manner and at a time which it deems to be necessary or appropriate.

ARTICLE XVI
OWNERSHIP OF COMMON AREAS

Section 16.01: Title to Community Common Areas. The Developer will convey to the Association fee simple title to, or a nonexclusive easement in, the Community Common Areas, free and clear of all liens and encumbrances, but subject to this Declaration, any Supplemental Declarations, and all other Governing Documents. It is the intention of the Developer to transfer the Community Common Areas in Phases, to correspond to the development and Platting of the various Neighborhoods. The timing of the Developer's conveyance of the Community Common Areas to the Association will be at the Developer's sole and absolute discretion. Such conveyances will be made by the Developer by the terms of a Plat, or by special warranty deed, easement deed, or other conveyance mechanism as selected by the Developer.

Section 16.02: Title to Limited Common Areas. The Developer will convey to the Association fee simple title to, or a nonexclusive easement in, the Limited Common Areas, free and clear of all liens and encumbrances, but subject to this Declaration, any Supplemental Declarations, and all other Governing Documents. Conveyance of the Limited Common Areas will be in the same manner as provided in the preceding Section regarding Community Common Areas. All Limited Common Areas will be conveyed to the Association, rather than to one or more Neighborhood Societies, to create a

centralized and uniform system of management for the use, enjoyment, care, maintenance, improvement and regulation of all Common Areas.

Section 16.03: Title to Restricted Common Areas. The Developer will also convey to the Association fee simple title to, or a nonexclusive easement in, the Restricted Common Areas, free and clear of all liens and encumbrances, but subject to this Declaration, any Supplemental Declarations, all other Governing Documents, and any other covenants, conditions and restrictions in any recorded Conservation and Preservation Easement. Conveyance of the Restricted Common Areas will be in the same manner as provided in the Section of this Article regarding Community Common Areas. All Restricted Common Areas will be conveyed to the Association, rather than to one or more Neighborhood Societies, to create a centralized and uniform system of management of the use, enjoyment, care, maintenance, improvement and regulation of all Common Areas.

ARTICLE XVII

MAINTENANCE OF COMMON AREAS

Section 17.01: Maintenance of Community Common Areas. The Association, subject to the rights of the Developer as provided in this Declaration and all of the other Governing Documents, will have the exclusive power and obligation to manage, control and maintain the Functioning Community Common Areas, including without limitation all improvements included as part of the Community Common Areas. The Association will keep the Community Common Areas in good, clean, attractive, functioning and sanitary condition, order, and repair, consistent with this Declaration, the Master Concept Plan, and other applicable provisions of the Governing Documents. If the Developer provides (and identifies in a written notice to the Association), on a temporary or permanent basis, any supplies, inventory, equipment, fixtures or other property owned by the Developer, for the primary use and enjoyment of the Association, or for the benefit of some or all of its Members, such items will be considered Community Common Area for purposes of this Article, and will be used and maintained by the Association in the same manner as other Community Common Areas, until such time as the Developer revokes such privilege of use and enjoyment by written notice to the Association. Except as otherwise specifically provided in any of the Governing Documents, all costs associated with the management, maintenance, repair or replacement of the Community Common Areas will be a Common Expense to be allocated among all Owners as part of the General Assessment.

Section 17.02: Maintenance of Limited Common Areas. The Association will also have the same powers and obligations regarding Functioning Limited Common Areas as it does for Community Common Areas. All costs associated with the management, maintenance, repair or replacement of Limited Common Areas, however, will be assessed against and allocated among only those Owners within the Community to which the use and benefit of the particular Limited Common Area(s) have been granted and reserved. These costs will be assessed by the Association as a Service Area Assessment in the manner provided in this Declaration.

Section 17.03: Maintenance of Restricted Common Areas. The Association will also have the same powers and obligations regarding Functioning Restricted Common Areas as it does for Community Common Areas. All costs associated with the management, maintenance, repair or replacement of Restricted Common Areas will be a Common Expense to be allocated among all Owners as part of the General Assessment. However, if the use and enjoyment of all or any portion of the Restricted Common Area is limited to, or otherwise restricted for the benefit of, less than all of the Owners, then all costs associated with the management, maintenance, repair or replacement of those portions of the Restricted Common Areas will be assessed against and allocated among only those Owners within the Community to which the use and benefit of the particular Restricted Common Area(s) have been granted and reserved. In such case, the costs will be assessed by the Association as a Service Area Assessment in the manner provided in this Declaration.

Section 17.04: Commencement of Association's Responsibility. The Association's responsibilities to maintain the Common Areas will commence concurrently with the recording of the Plat, the special warranty deed, or the easement deed, as the case may be, evidencing the Association's legal interest in the applicable Common Areas.

Section 17.05: Delegation to Professional Management. The Association may delegate all or any of its authority to discharge its responsibilities under this Article to a professional management agent. Any management agreement may not exceed One (1) year, renewable by agreement of the parties for successive One (1) year periods, with the right of termination by either party without cause and without the payment of a termination fee upon Thirty (30) days prior written notice. Furthermore, no such professional management agent will be deemed to be the agent of the Association, except as the Board may, in its sole discretion, deem necessary or desirable for the safeguarding of any funds received by or on behalf of the Association.

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Section 17.06: Restoration of Damage. All Common Area Landscape Features that are located in any publicly dedicated right-of-way or Easement for Public Utilities are the responsibility of the Association. No Government Entity is responsible for the care or maintenance of those Landscape Features. If any Common Area Landscape Features in a publicly dedicated right-of-way or Easement are damaged or destroyed as a result of necessary work on any Public Utilities, the Association will have the obligation to restore or replace those Landscape Features.

Section 17.07: Maintenance Guidelines. At such time as a significant amount of Common Area has been developed and incorporated into the Community, the Association will develop Rules and Regulations as guidelines to provide for the proper operation and scheduling of maintenance of the Common Areas.

ARTICLE XVIII

REGULATION OF COMMON AREAS

Section 18.01: Rules and Regulations. The Board will have the right to adopt Rules and Regulations regulating the use and enjoyment of all of the Common Areas. These Rules and Regulations may include without limitation rules restricting use of Recreation Facilities within the Common Areas to certain Owners and permitted Users.

Section 18.02: Enforcement. If the Association fails to properly perform its obligations and responsibilities as to the Common Areas, the Developer may (but will not be obligated), upon not less than Ten (10) days prior written notice and opportunity to cure such failure, cause the obligations and responsibilities to be performed. If that occurs, the Developer will be entitled to full and immediate reimbursement from the Association for all costs incurred.

Section 18.03: Conflict. To the extent reasonably possible, the foregoing Section is to be read consistently with Part Eight of this Declaration, entitled "Enforcement and Remedies." To the extent that such an interpretation is not possible, however, the enforcement provisions provided in the foregoing Section of this Article will be deemed to control.

PART FOUR - DESIGN CONTROLS

The standards for the design and construction of homes, businesses and amenities within Stonehill Village are what give the Community its identity and make it a place that people want to call "home." This Master Declaration establishes guidelines and procedures for implementing these standards as a dynamic process which will allow Stonehill Village to evolve as the Community changes and grows and as technology and public perception change.

ARTICLE XIX
PURPOSE AND INTENT

Section 19.01: Preservation of Community. The Developer intends for the Community to develop in a cohesive manner that will assure continuity, but will allow for creative variations of design consistent with the overall theme envisioned by the Developer. The purpose of this Part of the Declaration is to preserve and enhance the inherent value of ownership within Stonehill Village by carefully establishing and monitoring design and construction activities as the Community develops. All provisions of this Part must be interpreted and implemented in a manner that will best preserve and protect the aesthetic quality and desirability of each Neighborhood, and the Community as a whole.

Section 19.02: Compatibility With Master Concept Plan. The Developer's goal in establishing the design and construction controls in this Part is also to assist in achieving the goals and objectives reflected in the Master Concept Plan. Each aspect of the design, development and construction of Improvements within the Community needs to be coordinated and compatible with the Master Concept Plan. Therefore, the Master Concept Plan must be viewed as the Developer's vision for the Community, by which all standards and requirements must first be measured. Just as the Master Concept Plan is a flexible vision, capable of change and growth, so must be the standards governing the design and construction of Improvements. This Part of the Declaration creates a system intended to facilitate the Developer's goals in this regard.

Section 19.03: Protection of Other Owners. This Declaration is not only intended to enable the orderly development of the Property, but is also intended to preserve, protect and enhance the value of every Owner's investment in the Community. This Part of the Declaration discloses to each Owner a uniform system of standards regarding the design and construction of Improvements throughout the Community in order to provide each Owner with an understanding of what the Developer envisions and expects. It also serves as a protection for each Owner, however, in that it will enable all Owners to know what they can expect from others in the Community as it develops and grows.

ARTICLE XX
DESIGN REVIEW STANDARDS

Section 20.01: Adoption of Standards. In order to carry out the purpose and intent generally described in the preceding Article, the Developer reserves the right to adopt, and from time to time amend, Design Review Standards ("DRS"). The DRS will reflect

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the standards, procedures and policies concerning the design and construction of all Improvements within the Community. During the Development Period, the Developer will have the exclusive authority to adopt, amend, implement and enforce the DRS. However, the Developer may exercise this authority cooperatively or in conjunction with the Board of the Association and the Design Review Board in the manner provided in the following Articles of this Part. No Owner will begin or continue any Work on any Improvements on the Owner's Lot unless and until the Owner has complied with all terms, conditions and requirements in, and received all necessary approvals required under, this Part Four of the Declaration.

Section 20.02: Community-Wide Standards. The Developer has initially adopted the Community Design Review Standards ("Community DRS"), which are included in the Design Review Manual. The Community DRS establish the standards, requirements, policies and procedures that will apply to all Improvements throughout the Community. All Lots in the Community are subject to the Community DRS, and the Owners of all Lots in the Community must abide by all terms and conditions of the Community DRS.

Section 20.03: Neighborhood Specific Standards. In addition to the Community DRS, the Developer will also adopt Neighborhood Design Review Standards ("Neighborhood DRS") as each Neighborhood is developed. The Neighborhood DRS are supplemental standards, requirements, policies and procedures that will apply to all Improvements on Lots within a particular Neighborhood in the Community. The purpose of the Neighborhood DRS is to further refine the standards that will apply throughout a particular Neighborhood, but will not necessarily apply to other Neighborhoods in the Community. However, the Neighborhood DRS will not create any lower standards than those set forth in the Community DRS. The Neighborhood DRS for each particular Neighborhood will be adopted and included in the Design Review Manual. All Lots in the Community, therefore, are subject to the Community DRS, as well as any Neighborhood DRS applicable to the Neighborhood in which the Lot is located. Likewise, the Owners of all Lots in the Community must abide by all terms and conditions of the Community DRS, as well as any Neighborhood DRS applicable to the Neighborhood in which the Lot is located.

Section 20.04: Design Review Manual. The Community DRS and all Neighborhood DRS will be maintained in a Design Review Manual. This Design Review Manual will also contain all forms, instructions, procedures, policies and other information adopted or approved by the Developer or the Board for use by the Design Review Board in carrying out its obligations, as described in the next Article of this Part Four. The

Design Review Manual will be available for inspection by any Owner, any purchaser under contract to buy a Lot in the Community, any prospective purchaser, or their respective Builder or architect, during the Association's normal business hours. Further, any Owner, or any purchaser under contract to buy a Lot in the Community, may obtain a copy of all or any portion of the Design Review Manual upon written request to the Design Review Board and payment of any applicable charge for the copy. The Design Review Manual will provide Owners, purchasers, and their respective Builder and architect, with the guidance they will need to apply for approval of any Improvements, but will not guarantee that any proposed Improvement will be approved.

ARTICLE XXI
DESIGN REVIEW BOARD

Section 21.01: Developer Review. Notwithstanding any of the following Sections of this Article, during the Development Period the Developer will have the right to participate in and control all activities relating to compliance with the requirements of this Part Four of the Declaration. This includes, without limitation, the right to appoint or remove any members of the Design Review Board, to adopt or amend any procedures or policies of the Design Review Board, and to approve or deny applications submitted for approval of Plans for Improvements or Builder approval. Therefore, all rights, powers and actions of the Association, Board and Design Review Board under this Part Four are subject and subordinate to the rights of the Developer under this Section and other applicable provisions of the Declaration and other Governing Documents. By accepting a deed to a Lot every Owner acknowledges and agrees that the rights reserved to the Developer in this Section are fair, reasonable and fully enforceable in light of the fact that, as the Developer of the Community and owner of the Property, as well as other real estate within the vicinity of the Community, the Developer has a substantial interest in ensuring that the Improvements within the Community will preserve and protect the Developer's reputation and ability to develop, market, sell, or lease its Property.

Section 21.02: Establishment of DRB. In forming the Association, the Developer has established the Design Review Board ("DRB") as a permanent committee of the Board of the Association. The purpose of the DRB is to assist the Developer and the Board in carrying out all requirements in the Design Review Manual, and to assure compliance with all Community and Neighborhood DRS.

Section 21.03: Composition and Term of Appointment. The DRB will consist of no less than Three (3), but not more than Five (5), individuals. The Developer will appoint

all of the initial members of the DRB, and during the Development Period will retain the right to approve or disapprove, or to make itself, any subsequent removals, appointments or other changes concerning the membership of the DRB. After the Development Period, all members of the DRB will be appointed, and serve under the direction of, the Board of the Association. The members of the DRB do not need to be Members of the Association or the Board. Further, members of the DRB are not required to have any particular educational background, but may include architects, engineers or similar professional with experience or training in design and construction issues. The term of service, any compensation and other particular matters will be adopted by the Developer or the Board, and included in the Design Review Manual.

Section 21.04: Authority. The DRB will have such rights, powers and authority as provided in this Declaration and any of the other Governing Documents, and as further delegated or assigned by the Developer or the Board. All rights, powers and authority of the DRB will at all times be subject to the rights reserved by the Developer under this Article and other applicable sections of the Declaration and other Governing Documents.

Section 21.05: Delegation of Authority. The DRB will not delegate any of its authority to any other Person. However, the DRB may, when it deems necessary, retain the services of professionals and other agents to assist in the performance of its duties. All such services shall be under the direction of, and for the benefit of, the DRB, subject to the rights and approvals of the Developer and the Board.

Section 21.06: No Representations or Warranties & Limitation of Liability. All limitations on representations, warranties and guarantees of the Developer, the Association, the Board, the DRB and all Persons associated or affiliated with them are provided in the Article entitled Disclaimer of Representations, Warranties and Guarantees under Part Ten of this Declaration. All limitations of liability of the Developer, the Association, the Board, the DRB and all Persons associated or affiliated with them are provided in the Article entitled Limitation of Liability under Part Eight of this Declaration.

ARTICLE XXII STANDARDS FOR REVIEW

Section 22.01: Uniform Application. The Community and Neighborhood DRS will be uniformly interpreted and applied so that similarly situated Owners will be treated similarly. This means that the Community DRS will be uniformly interpreted and applied to all Owners in the Community, and the Neighborhood DRS will be uniformly

interpreted and applied to all Owners in the same Neighborhood of the Community. However, because of intended differences between the Neighborhoods, not all Neighborhood DRS will be the same, or apply to every Neighborhood.

Section 22.02: Interpretation In Favor of Community. If there is any question in the interpretation of any DRS, or any other provision or material in the Design Review Manual, the interpretation that will result in the most beneficial, fair and uniform application in favor of the Community as a whole will control. The interpretation of the Developer, or in the absence of the Developer the Board of the Association, will control and be binding on all Persons.

Section 22.03: Variance Standards. The DRS and Design Review Manual may provide policies and procedures for obtaining variances from the strict application of Part Four of this Declaration and certain provisions of the DRS. All applications for variances will be presented to, and heard and decided by, the Design Review Board, subject to the rights of the Developer during the Development Period. All variances will be subject to concurrent zoning requirements under Applicable Law. Approval of a zoning variance by a Government Entity will not constitute approval of, or automatically entitle the Owner to, a similar variance under this Declaration. Likewise, approval of a variance under this Declaration by the DRB will not constitute approval of, or automatically entitle the Owner to, a similar variance by a Government Entity. No Owner will be entitled to any use, area or other form of variance under this Declaration or the DRS without first obtaining the approval of the DRB in the manner provided in the Design Review Manual.

ARTICLE XXIII **REVIEW PROCEDURES**

Section 23.01: Application for Approval of Plans. Prior to commencing any Work on any Improvement on any Lot, the Owner must file an application for approval of the Work and the Improvements with the DRB. The DRB will provide application forms and instructions for all applicants.

Section 23.02: Application for Approval of Builder. All Work performed on any Improvement on any Lot must be performed by a Builder who has been qualified and approved in advance by the DRB. The next Article of this Part Four describes the general requirements of the Approved Builder Program. No application will be accepted for approval of any Plans submitted on behalf of an Owner by a builder who has not been qualified and approved in the manner provided in this Declaration.

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