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NICK NELSON, AUDITOR  
WARREN COUNTY, OHIO

JAN 25 2010



NICK NELSON  
AUDITOR, WARREN CO. OHIO

**THIRD AMENDED AND RESTATED  
DECLARATION OF COVENANTS, EASEMENTS,  
CONDITIONS AND RESTRICTIONS**

**FOR**

**REGENCY PARK MASTER SUBDIVISION**

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308

THIS THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made as of the 1st day of January, 2010, by M/I Homes of Cincinnati, LLC, an Ohio limited liability company, as successor in interest to M/I Schottenstein Homes, Inc., 6279 Tri-Ridge Boulevard, Suite 110, Loveland, Ohio 45140 ("Developer").

**WITNESSETH:**

A. Developer is the "Developer" identified in that certain Second Amended and Restated Declaration of Covenants, Easements, Conditions and Restrictions For Regency Park Master Subdivision dated January 28, 2008, of record in Official Record Volume 4618, page 898 of the Warren County, Ohio Records, as amended by First Amendment to the Second Amended and Restated Declaration of Covenants, Easements, Conditions and Restrictions For Regency Park Master Subdivision dated March 20, 2008, of record in Official Record Volume 4650, page 290 of the Warren County, Ohio Records, as further amended by Second Amendment to the Second Amended and Restated Declaration of Covenants, Easements, Conditions and Restrictions For Regency Park Master Subdivision dated July 3, 2008, of record in Official Record Volume 4713, page 268 of the Warren County, Ohio Records, as further amended by Third Amendment to the Second Amended and Restated Declaration of Covenants, Easements, Conditions and Restrictions For Regency Park Master Subdivision dated July 25, 2008, of record in Official Record Volume 4721, page 786 of the Warren County, Ohio Records, and as further amended by Fourth Amendment to the Second Amended and Restated Declaration of Covenants, Easements, Conditions and Restrictions For Regency Park Master Subdivision dated December 1, 2008, of record in Official Record Volume 4772, page 29 of the Warren County, Ohio Records (collectively, the "Second Amended and Restated Declaration"), which Second Amended and Restated Declaration amended and restated that certain Amended and Restated Declaration of Covenants, Easements, Conditions and Restrictions For Regency Park

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Subdivision and The Estates of Hawthorne Manor dated as of February 27, 2007, of record in Book 4417, Page 953 of the Warren County, Ohio Records (the "Amended and Restated Declaration"), which Amended and Restated Declaration amended and restated that certain Declaration of Covenants, Easements, Conditions and Restrictions For Regency Park Subdivision dated as of February 25, 2001, of record in Official Record Book 2190, page 626 of the Warren County, Ohio Records, as amended by First Amendment to the Declaration of Covenants, Easements, Conditions and Restrictions for Regency Park Subdivision dated January 2, 2002, of record in Official Record Book 2409, page 498 of the Warren County, Ohio Records, as further amended by Second Amendment to the Declaration of Covenants, Easements, Conditions and Restrictions for Regency Park Subdivision dated as of April 3, 2002, of record in Official Record Book 2507, page 104 of the Warren County, Ohio Records, as further amended by Third Amendment to the Declaration of Covenants, Easements, Conditions and Restrictions for Regency Park Subdivision dated as of August 19, 2002, of record in Official Record Book 2641, page 772 of the Warren County, Ohio Records, as further amended by Fourth Amendment to the Declaration of Covenants, Easements, Conditions and Restrictions for Regency Park Subdivision dated as of January 10, 2003, of record in Official Record Book 2860, page 72 of the Warren County, Ohio Records, as further amended by Fifth Amendment to the Declaration of Covenants, Easements, Conditions and Restrictions for Regency Park Subdivision dated as of May 17, 2004, of record in Official Record Book 3546, page 492 of the Warren County, Ohio Records, as further amended by Sixth Amendment to the Declaration of Covenants, Easements, Conditions and Restrictions for Regency Park Subdivision dated as of July 13, 2004, of record in Official Record Book 3607, page 405 of the Warren County, Ohio Records, as affected by Affidavit of Owner to Correct Plat Information dated September 15, 2004, of record in Official Record Book 3679, page 398 of the Warren County, Ohio Records, as further amended by Seventh Amendment to the Declaration of Covenants, Easements, Conditions and Restrictions for Regency Park Subdivision dated as of March 4, 2005, of record in Official Record Book 3807, page 456 of the Warren County, Ohio Records, as further amended by Eighth Amendment to the Declaration of Covenants, Easements, Conditions and Restrictions for Regency Park Subdivision dated as of February 1, 2006, of record in Official Record Book 4115, page 889 of the Warren County, Ohio Records, as further amended by Ninth Amendment to the Declaration of Covenants, Easements, Conditions and Restrictions for Regency Park Subdivision dated as of April 4, 2006, of record in Official Record Book 4159, page 989 of the Warren County, Ohio Records, as further amended by Tenth Amendment to the Declaration of Covenants, Easements, Conditions and Restrictions for Regency Park Subdivision dated as of August 1, 2006, of record in Official Record Book 4258, page 797 of the Warren County, Ohio Records (collectively, the "Original Declaration"), and which currently encumbers the real property more fully described in Exhibit A and Exhibit B attached hereto and by this reference incorporated herein; and

B. Pursuant to Article XI, Paragraph C of the Second Amended and Restated Declaration, until the later of the Hawthorne Manor Turnover Date or the Regency Park Turnover Date (each as defined in the Second Amended and Restated Declaration), Developer may, in its sole and absolute discretion, unilaterally amend any provision in this Declaration, without the consent of any Owners; and

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C. Developer desires to amend and restate the Second Amended and Restated Declaration as hereinafter set forth to reflect certain changes to the Second Amended and Restated Declaration which are necessary and appropriate to clarify and correct certain provisions addressing the rights and obligations of the Association and the Owners with respect to the Property; and

D. Developer desires to (i) continue to develop the Property as a residential subdivision called the "Regency Park Master Subdivision", which shall be comprised of one or more sections, the first two of which shall be initially known as "Regency Park" and "The Estates of Hawthorne Manor", respectively, (ii) restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property, and (iii) discontinue the separate association for the Hawthorne Manor Owners for the purposes of owning and maintaining the Hawthorne Manor Pool (as hereinafter defined), and performing, administering and enforcing all of the terms and conditions of this Declaration.

NOW, THEREFORE, in consideration of the foregoing, and in pursuance of a general plan for the protection, benefit and mutual advantage of the Property and of all persons who now or may hereafter become owners of the Property or lots thereof, Developer hereby declares that the property described in Exhibit A and Exhibit B attached hereto (and any additional property subjected to this Declaration as provided herein) is and shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the covenants, easements, conditions, restrictions, assessments, charges, liens and other provisions hereinafter set forth in this Declaration, as this Declaration may be amended from time to time, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

## **I. APPLICABILITY**

This Declaration amends, restates and supersedes the Second Amended and Restated Declaration in all respects. Upon the recordation hereof, the Second Amended and Restated Declaration shall be null, void, and of no further force or effect, and this Declaration shall apply to the real property described in the attached Exhibit A and Exhibit B (the "Initial Property"). If Developer owns or acquires additional parcels of real property adjacent to the Initial Property, intended by Developer for future development generally consistent with the development of the Initial Property, Developer may annex said additional parcels to, and declare them to be subsequent phases, of either The Estates of Hawthorne Manor or Regency Park, or some other section to be designated by Developer, at Developer's sole discretion. Upon such annexation, Developer shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Developer may subject annexed parcels to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional phases of The Estates of Hawthorne Manor or Regency Park. As to each subsequent phase of The Estates of Hawthorne Manor or Regency Park, Developer may re-

record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Developer may incorporate this Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other phases, as determined to be appropriate by Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

## **II. DEFINITIONS**

In addition to the terms defined elsewhere in this Declaration, the following terms, as used in this Declaration, shall have the following meanings:

"Amended and Restated Declaration" – has the meaning ascribed thereto in Recital A of this Declaration.

"Annual Assessment" - amount to be paid to the Association by each Owner of a Developed Lot annually.

"Assessments" – collectively referring to Initial Assessments, Annual Assessments, Lot Assessments and Special Assessments.

"Association" – Regency Park Homeowners Association, an Ohio nonprofit corporation, and its successors and assigns.

"Association Documents" - this Declaration (as the same may be amended and/or supplemented from time to time) and the formative documents of the Association, consisting of the articles of incorporation, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association.

"Board" - the board of trustees of the Association and, when the context requires, the Design Review Board.

"Common Expenses" – all expenses incurred by the Association in connection with its ownership and/or maintenance of the Common Property, maintenance of property other than Common Property as provided herein, real estate taxes and assessments, if any, attributable to the Common Property, utilities for the Common Property or consumed in furtherance of the Association's duties and obligations and conducting its affairs and generally discharging the duties and obligations imposed upon it by this Declaration or assumed by it pursuant to authorization granted by this Declaration.

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"Common Property" – all real and/or personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Regency Park Owners and the Hawthorne Manor Owners, and any and all real or personal property not owned by the Association, but the maintenance of which is the responsibility of the Association under the terms of this Declaration, applicable zoning regulations, or under any other agreement or instrument by which the Association is bound, including, without limitation, the Hawthorne Manor Pool.

"Community Standard" – the standard of conduct, maintenance, or other activity generally prevailing throughout the Property, as determined by the Board from time to time.

"Design Review Board" – the board or committee appointed by the Board to review, approve or disapprove and oversee construction of, and all subsequent modifications, additions or alterations to, Improvements.

"Developed Lot" – any Lot owned by anyone other than Developer.

"Developer" – M/I Homes of Cincinnati, LLC, its successors and assigns, provided those successors and assigns are designated in writing by M/I Homes of Cincinnati, LLC in an instrument filed in the Public Records as successors or assigns of its rights under this Declaration.

"Estates of Hawthorne Manor" - the Hawthorne Manor Property, including the Hawthorne Manor Pool, subject at any time to this Declaration and comprising one section of the Regency Park Master Subdivision.

"Hawthorne Manor Lot" - a discrete parcel of the Hawthorne Manor Property identified on a Plat as a separate building lot and continuing a separate tax parcel identification number, and any other discrete parcel of real property designated by Developer, excluding the Hawthorne Manor Pool and any portion of the Hawthorne Manor Property dedicated for public use. Developer has and reserves the right to split and/or combine Lots into new Lots without the consent or approval of any other Owners, as Developer may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "Lot" shall include any such replatted Lots. Once a split/combination is completed, the former lots shall cease to be "Lots" for any and all purposes hereunder. Lots include both Developed and Undeveloped Lots.

"Hawthorne Manor Owner" - the record owner, whether one or more persons or entities, of fee simple title to a Hawthorne Manor Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation.

"Hawthorne Manor Pool" – the swimming pool, clubhouse, adjoining parking area, and related amenities constructed on O/S Parcel G of The Estates of Hawthorne Manor.

"Hawthorne Manor Property" – all of the real property described in Exhibit B attached hereto and such additional property as may be annexed to the Hawthorne Manor Property by amendment or supplement to this Declaration, together with all easements and appurtenances.

"Improvements" - all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to, buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, tennis courts, swing sets and recreational structures of all descriptions; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

"Initial Assessment" – the one-time charge paid to the Developer from an Owner of a Developed Lot at the time such Owner acquires title to such Developed Lot.

"Lot" – either a Hawthorne Manor Lot or a Regency Park Lot, as the context may require.

"Lot Assessment" - an assessment that the Board may levy against one or more Developed Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owners of those Lots; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

"Manager" - the person or entity retained by the Board to assist in the management of the Association.

"Member" - any member of the Association.

"Operating Fund" - the fund established pursuant to Article IX.

"Owner" - the record owner, whether one or more persons or entities, of fee simple title to either a Regency Park Lot or a Hawthorne Manor Lot, as the context may require, including contract sellers, but excluding those having an interest merely as security for performance of an obligation.

"Plat" – any plat of all or any portion of the Property as recorded in the Public Records, as amended or revised from time to time.

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"Property" – as the context may require, either of the Regency Park Property or the Hawthorne Manor Property, or, the Hawthorne Manor Property and Regency Park Property collectively.

"Public Records" – the records maintained in the Office of the Recorder of Warren County, Ohio.

"Regency Park" - the Regency Park Property, including the Common Property (other than the Hawthorne Manor Pool), subject at any time to this Declaration and comprising one section of the Regency Park Master Subdivision.

"Regency Park Lot" - a discrete parcel of the Regency Park Property identified on a Plat as a separate building lot and continuing a separate tax parcel identification number, and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Regency Park Property dedicated for public use. Developer has and reserves the right to split and/or combine Lots into new Lots without the consent or approval of any other Owners, as Developer may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "Lot" shall include any such replatted Lots. Once a split/combination is completed, the former lots shall cease to be "Lots" for any and all purposes hereunder. Lots include both Developed and Undeveloped Lots.

"Regency Park Master Subdivision" – the residential subdivision comprised of the Property (including Regency Park and The Estates of Hawthorne Manor, and any additional sections designated by the Developer).

"Regency Park Owner" - the record owner, whether one or more persons or entities, of fee simple title to a Regency Park Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation.

"Regency Park Property" – all of the real property described in Exhibit A attached hereto and such additional property as may be annexed to the Regency Park Property by amendment or supplement to this Declaration, together with all easements and appurtenances.

"Reserve Fund" - the fund established pursuant to Article IX.

"Rules" - the rules and regulations governing (i) use of the Property and the Common Property and (ii) the conduct of Members and their respective families, guests, licensees and invitees, as the same may be established by the Board from time to time pursuant to Article VIII.

"Second Amended and Restated Declaration" – has the meaning ascribed thereto in Recital A of this Declaration.

"Special Assessment" - an assessment levied by the Association against Developed Lots pursuant to Article IX or at a special meeting of the Members of the Association to pay for

capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Reserve Fund, or any other extraordinary expense not included in the Association budget.

"State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

"Turnover Date" - the earlier to occur of (a) the date that ninety percent (90%) of the Lots to be developed and annexed to the Regency Park Master Subdivision have been sold by Developer or (b) the date that Developer elects to transfer control of the Association to the Owners.

"Undeveloped Lot" – any Lot owned by Developer.

### **III. GOALS**

The covenants, easements, conditions and restrictions contained in this Declaration are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property;
- C. Preservation, beautification and maintenance of the Property and all Improvements; and
- D. Establishment of requirements for the development and use of the Property.

### **IV. USE RESTRICTIONS**

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

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence (which may include use as a so-called "landominium"). No Improvements may be constructed on any Lot until and unless the plans therefor have been approved by the Design Review Board. Except for Improvements constructed by Developer as part of the initial construction on a Lot (including, without limitation, fences, porches, stoops, bay windows, terraces and decks), all Improvements, shall be constructed no nearer the street or streets on



which a Lot fronts than the platted setback line(s) for such Lot, unless a variance to permit construction forward of a setback line has been approved by the Design Review Board.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules.

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

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

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules. All domestic pets shall be properly restrained and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics of such animal constitute a nuisance. Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. This provision shall not prohibit a "home office" use, in connection with which no non-resident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property.

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H. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns.

I. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, laundry and linen service, or similar services, nor shall leases to roomers or boarders be permitted. All other leases shall be in writing and shall be subject to this Declaration.

J. Vehicles. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Property and/or Common Property. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules. No commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on any street in the Property or on any Lot (except in an enclosed structure shielded from view). The Board may permit the occasional, non-recurring parking of vehicles otherwise prohibited by the foregoing sentence, and may require as a condition of such permission that the owner of the vehicle or Lot on which it is parked substantiate that such parking is limited to less than forty-eight (48) consecutive hours, and not more than ninety-six (96) cumulative hours in any thirty (30) day period. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. No automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Property for a period longer than seven (7) days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority to have the same removed at the vehicle owner's expense.

The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit (i) use and occupancy thereof, or (ii) storage or conveyance of animals, machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "commercial vehicle" shall include and mean every type of vehicle, whether or not motorized, which is designed and used exclusively or primarily for other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles which are not conclusively presumed to be commercial by virtue of their size, and which are used by the operator thereof for both business and personal purposes, shall not be considered "commercial vehicles" merely by virtue of advertising information painted or otherwise affixed thereto.

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K. Trash. Except for the reasonably necessary activities of Developer during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view and stored either inside of a permitted structure, or to the side or rear of the home constructed on the Lot.

L. Antennae. To the extent such prohibition is permitted by federal legislation, no radio, satellite dish, television or other electronic antennae or aerial may be erected or maintained on any Lot or the exterior of any Improvement, without the prior written approval of the Design Review Board. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of one meter (39 inches) in diameter or less shall be permitted; provided, however, that no exterior antenna, satellite dish or similar exterior improvement shall be installed upon any Lot without first providing written notice to the Design Review Board. Installation of standard TV antennae and over-the-air reception devices shall comply with any and all rules and guidelines adopted by the Design Review Board or the Board concerning location and general screening requirements and reasonable color blending requirements in order to minimize visual disturbance; provided, however, that such rules or regulations do not unreasonably increase the cost of installing, maintaining, or using such devices, or otherwise unreasonably delay an Owner's right to receive over-the-air signals.

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

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

O. Street Trees. Developer may designate one (1) or more trees to be planted along the street in front of each Lot. If Developer determines to designate street tree(s), then Lot Owners shall be deemed to have agreed to such uniform street trees. Each Lot Owner shall care for, and, if necessary, replace such tree or trees at the Lot Owner's expense with a like type of tree.

P. Mailbox. Developer may designate a curb side mailbox for each Lot with a uniform design. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards adopted by the Design Review Board.

R. Fencing. The Design Review Board may establish standards according to which fencing and walls may be permitted in the Property. The authority of the Design Review Board with respect to fencing and walls shall include the power to prohibit fencing or walls, or both, entirely, to prohibit fencing or walls of certain types, and to prohibit fencing or walls in certain