

CODE OF REGULATIONS

SECTION 1. DECLARATION; APPLICABILITY; OFFICE

Section 1.1 Declaration. FOX RIDGE ESTATES OWNER ASSOCIATION INC., an Ohio nonprofit corporation, is the Association to which reference is made in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, dated August 9, 2005, recorded at Volume 2474, Page 847, Greene County, Ohio, Official Records (that Declaration, as it may be amended from time to time, the "Declaration"). The terms, provisions, conditions and restrictions of the Declaration, as they relate to the Association and the members (as defined below), Board of Trustees, officers and committees, are incorporated by reference with the same force and effect as if fully set out in this Code of Regulations.

Section 1.2 Applicability. This Code of Regulations is binding on all present and future Owners or Occupants (each as defined in the Declaration) of the Property (as defined in the Declaration) or other persons using any improvements or facilities located on the Property in any manner. Upon the acquisition, rental, use or other act of occupancy of any Lot (as defined in the Declaration), or any other portion of the Property by any person, this Code of Regulations shall be deemed accepted and ratified by that person.

Section 1.3 Office. The principal office of the Association shall be at such place within reasonable proximity to the Property as the Board of Trustees may designate.

SECTION 2. DEFINITIONS

All terms used at any place in this Code of Regulations that begin with capital letters, other than words that would normally be capitalized, unless the context otherwise requires, shall have the meanings set forth in the Declaration.

SECTION 3. MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. During the Development Period, the Association shall have Class A Members (being all Owners except Developer) and the Class B Member (Developer). After the Development Period, the Class B Membership shall terminate and Developer, if it is then an Owner, shall become a Class A Member and continue as such so long as it shall remain an Owner. The term "Member," as used in the Declaration and the Code of Regulations, shall mean both the Class A Members and, during the Development Period, the Class B Member.

3.2 Voting Rights.

(a) Each Class A Member shall be entitled to vote, with regard to matters submitted to the Members for a vote, a number of votes equal to the number of Lots owned by that Class A Member at the time of the vote (i.e., one vote per Lot). If co-Owners of a particular Lot cannot mutually agree on how their vote shall be cast, no vote shall be cast with respect to that Lot.

(b) During the Development Period, the Class B Member shall be entitled to 3 votes for each Lot owned by Developer. In addition, during the Development Period, the Class B Member shall have an additional number of votes equal to three times the total number of Lots that could be placed on the Additional Property and subjected to the Declaration pursuant to Section 13.1 of the Declaration but have not yet been so added. After the Development Period, Developer's voting rights shall be the same as any other Owners.

3.3 Revocation of Voting Rights. Any Member who has been issued a notice of Default pursuant to Section 11.1 of the Declaration, or who has had his or her right or privilege of use and enjoyment of the Common Property suspended pursuant to Section 5.1 of the Declaration, or who is otherwise in Default, shall not be in good standing and shall not be entitled to vote during any period in which the Default or suspension continues.

3.4 Actions by Members. Unless otherwise prescribed by law, the Declaration or this Code of Regulations, the affirmative vote of a majority of the votes present at a meeting at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the Members.

SECTION 4. MEETINGS OF MEMBERS; QUORUM; PROXIES

4.1 Place of Meeting. Meetings of the Members shall be held at the principal office of the Association, unless the Trustees determine that a meeting shall be held at some other place within or without the State of Ohio and cause the notice of meeting to so state.

4.2 Annual Meeting. The annual meeting of members for the purpose of electing Trustees and for the transaction of such other business as may properly come before the meeting shall be held on such date as may be determined by the Trustees.

4.3 Special Meetings. The Secretary of the Association shall call a special meeting of the members (i) when directed by the President of the Association, (ii) upon the resolution of a majority of the Board of Trustees, (iii) upon the presentation to the Secretary of the Association of a petition signed by Members holding at least twenty-five (25%) percent of the total votes of the Association, and (iv) with reasonable promptness after the end of the Development Period as provided in Section 5.3.

4.4 Quorum; Adjournment. Members present in person or by proxy holding at least fifteen (15%) percent of the total votes of the Members of the Association shall constitute a quorum for any annual meeting or special meeting. Whether or not a quorum is present, the Members entitled to exercise a majority of voting power represented at a meeting may adjourn that meeting without notice other than by announcement at the meeting.

4.5 Notice of Meeting; Waiver. Written notice of each meeting of Members shall be given not less than 15 days nor more than 60 days before it is to be held. Each notice shall specify the date, time and place of the meeting, and, in the case of a special meeting, shall specify the purposes of the meeting. The notice may be posted in a visible place on the Common Property and shall be delivered personally or mailed postage prepaid to all Members of record. Any Member may waive notice of a meeting by doing so in writing before or after the meeting. Attendance at a meeting, either in person or by proxy, shall constitute a waiver of notice and of any and all objections to the place or time of such meeting or the manner in which it has been called or convened, unless a Member attends the meeting solely for the purpose of stating, at the beginning of such meeting, any objection or objections relating to such meeting. Errors in identifying Members or mailing notices shall not invalidate any meeting at which a quorum is present in person or by proxy.

4.6 Action by Association Without Meeting. Any action that may be taken at a meeting of the Members may be taken without a meeting if written approval and consent, setting forth the action authorized, shall be signed by Members having a majority of the total votes of the Association. This written consent shall be filed with or entered upon the books of the Association.

4.7 Proxies. Members may vote or act in person or by proxy. The person designated a proxy need not be a Member. A Member shall designate a proxy by written notice to the Board of Trustees and, except as otherwise provided in this Code of Regulations, may revoke the designation at any time upon written notice to Board. A proxy shall be revoked automatically upon the Member's conveyance of all Lots owned by him or her. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Lot, the presentation to the Board of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of the revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall have the power of substitution.

SECTION 5. BOARD OF TRUSTEES; POWERS; NUMBER; MEETINGS

5.1 General Powers. Except where the law, the Articles of Incorporation or the Code of Regulations require that action be otherwise authorized or taken, and except as the Declaration grants authority to the Design Review Committee, all of the authority of the Association shall be exercised by or under the direction of the Board of Trustees.

5.2 Number of Trustees. Until changed by the Members, there shall be three Trustees of the Corporation.

5.3 Election; Term of Office. The initial Board of Trustees shall continue as the Board of Trustees during the Development Period. With reasonable promptness after the end of the Development Period, the Secretary of the Association shall call a special meeting of the Members of the Association. The term of the initial Board of Trustees shall expire as of the date of that special meeting and three new Trustees shall be elected. One Trustee shall be elected for a term of one year and until his or her successor is elected and qualified, one Trustee shall be elected for a term of two years and until his or her successor is elected and qualified and the third Trustee shall be elected for a term of three years and until his or her successor is elected and qualified. Thereafter, all successor Trustees shall be elected for a term of three years. Each of the new Trustees shall be a Member, a spouse of a Member, or a director, officer, partner, trustee or other designated representative of an Owner that is a corporation, partnership, trust or other entity.

5.4 Procedure for Election. At each annual meeting, the Members shall elect a Trustee to succeed to the office of the Trustee whose term is scheduled to expire at that meeting. Only persons nominated as candidates shall be eligible for election as Trustees.

5.5 Removal or Resignation. Any Trustee may be removed at any time, with or without cause, by the affirmative vote of Members holding at least 67% of the total votes of the Association, and, with cause, by the Board of Trustees, and a successor shall be elected by the Board of Trustees to fill the unexpired portion of such Trustee's term. Any Trustee may resign at any time by giving written notice to the Board of Trustees. The resignation shall take effect on the date of receipt of the notice or at any later time specified in the notice, and, unless otherwise specified, the acceptance of the resignation shall not be necessary to make it effective.

5.6 Fees and Compensation. No fee or compensation shall be paid by the Association to Trustees for their services as Trustees.

5.7 Meetings. The annual meeting of the Board of Trustees shall be held without notice at the same place and immediately after the annual meeting of the Members. The annual meeting shall be held for the purpose of electing officers and transacting any other business. Special meetings of the Board of Trustees may be called by the President of the Association or a majority of the Trustees on at least 3 days notice to each Trustee, given personally or by mail, telephone, telecopy, telex or telegraph, which notice shall state the time and place of the meeting.

5.8 Waiver of Notice. Any Trustee may waive notice of a meeting by doing so in writing before or after the meeting. Attendance at a meeting of the Board of Trustees shall constitute a waiver of notice and of any and all objections to the place or time of such meeting or the manner in which it has been called or convened, unless a Trustee attends the meeting solely for the purpose of stating, at the beginning of such meeting, any objection or objections relating to the meeting.

5.9 Board of Trustees Quorum. At all meetings of the Board of Trustees, a majority of the Trustees then in office shall constitute a quorum for the transaction of business, except that, during the Development Period, Developer may authorize and designate a single Trustee to act on behalf of the Board. Such authorization and designation need not be in writing.

5.10 Action Taken by Trustees. Except as otherwise provided in the Declaration, this Code of Regulations or by law, every act or decision by a majority of the Trustees present in person at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Trustees.

5.11 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Trustees may be taken without a meeting if written consent, setting forth the action so taken, is signed by all Members of the Board of Trustees and that written consent is filed with or entered upon the books of the Association.

SECTION 6. COMMITTEES

With the exception of the Design Review Committee, which is governed by the Declaration, the Board of Trustees may appoint three or more Trustees to constitute one or more other committees of the Association. The resolution establishing each committee shall specify a designation by which it shall be known and shall fix its powers and authority. The Board of Trustees may delegate to any committee any of the authority of the Board of Trustees, however conferred.

Each committee shall serve at the pleasure of the Board of Trustees, shall act only in the intervals between meetings of the Board of Trustees, and shall be subject to the control and direction of the Board of Trustees. All actions by any committee shall be subject to revision and alteration by the Board of Trustees.

Any committee may act by a majority of its Members at a meeting or by a writing or writings signed by all of its Members.

SECTION 7. OFFICERS

7.1 Enumeration and Election of Officers. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Trustees may from time to time by resolution create. The Board of Trustees shall elect the officers of the Association at each annual meeting. All officers shall be Members of the Board of Trustees. The Board of Trustees may remove any officer at any time, with or without cause, by a vote of the majority of Trustees at a meeting at which a quorum is present. The Board of Trustees may fill any vacancy in any office occurring from whatever cause.

7.2 Compensation. No fee or compensation shall be paid by the Association to any officer for his or her services as an officer.

7.3 Duties of Officers. The duties of the officers of the Association shall be as set forth below:

(a) President. The President shall preside at all meetings of the Board of Trustees and Members and shall sign any contracts, notes, deeds or other papers requiring

the President's signature, and shall have such other duties as may from time to time be required of the President by the Board of Trustees.

(b) Vice President. The Vice President shall have the powers of the President during the absence or incapacity of the President or when there is a vacancy in the office of President, and shall have such other powers and duties as may be prescribed by the Board of Trustees.

(c) Secretary. The Secretary shall keep minutes of all the proceedings of the Board of Trustees and the Members, make proper record of the same and furnish copies of such minutes to the President prior to the next meeting of the Board of Trustees or the Members, as the case may be; sign all bonds, contracts, notes, deeds and other papers executed by the Association requiring such signature; give notice of meetings of Trustees and Members; keep such books as may be required by the Board of Trustees; and perform such other and further duties as may from time to time be required by the Board of Trustees.

(d) Treasurer. The Treasurer shall have general supervision of all finances. The Treasurer shall receive and have in charge all money, bills, notes, deeds, leases, mortgages, insurance policies and similar property belonging to the Association and shall do with the same such as may, from time to time, be required by the Board of Trustees. The Treasurer shall cause to be kept adequate and correct accounts of the business transactions of the Association and on the expiration of his or her term of office shall turn over to the succeeding Treasurer or to the Board of Trustees the property, books, papers and money of the Association.

SECTION 8. ASSESSMENTS

8.1 Budget; Annual Assessments. On an annual basis, the Board of Trustees may estimate the amount of the Common Expenses of the Association for the next calendar year and prepare a budget based upon those estimates. Based upon the estimated budget, the Board of Trustees shall fix the amount of the annual assessment for each Lot, taking into account the rate of assessment provided in Section 3.5 of the Declaration. The annual assessment shall be payable in the manner provided in Section 3.8 of the Declaration.

8.2 Special Assessments. The Board of Trustees may levy, in any year, special assessments for the purposes described in the Declaration, subject to obtaining the vote of the Members as may be required. Special assessments shall be due and payable on the dates fixed by the Board of Trustees, and shall be payable in a single installment unless the Board of Trustees permits payment in more than one installment.

8.3 Individual Assessments. If the Board of Trustees satisfies an obligation of an Owner that is properly chargeable to a particular Lot, or otherwise incurs an expense for which an individual Owner may be charged under any of the provisions of the Declaration (including, but not limited to, Section 3.7) or this Code of Regulations, the Board of Trustees shall assess the Owner for the Association's costs. An individual assessment against a Lot shall be due and

payable on the date determined by the Board of Trustees, following written notice to the Owner subject to the assessment.

8.4 Status of Amounts Collected. The amounts collected through annual and special assessments shall be held and expended for the purposes designated in the Declaration and this Code of Regulations. Any amount assessed against a Lot that is allocated to reserves shall be a contribution to capital, and shall be designated for that purpose on the Association's books and on any assessment notice. The Board of Trustees may collect, hold, disburse or categorize the amounts allocated to the reserve fund in any manner necessary to insure their noninclusion in the Association's taxable income under the Internal Revenue Code, Treasury Regulations and/or rulings of the Internal Revenue Service.

8.5 Board Inaction. The Board of Trustee's failure or delay to prepare an annual estimated budget or to give timely notice of an assessment shall not release any Owner from the obligation to pay the assessment whenever the amount of the assessment has been determined and written notice has been given. In the absence of any notice to the contrary, the Owner shall continue to pay the monthly installment of the assessment at the existing rate established for the previous year until notice of the assessment for the next year shall have been mailed or delivered to the Owner.

SECTION 9. ANNUAL AUDIT

The Board of Trustees may cause the books of the Association to be audited once a year by an independent certified public accountant at the Association's expense. Copies of any such audit shall be made available upon request to any Owner and any holder, insurer or guarantor of a first mortgage.

SECTION 10. INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS

To the extent permitted by law, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed civil, criminal, administrative or investigative action, suit or proceeding, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a Trustee, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a Trustee, officer, employee, agent or volunteer of another corporation, domestic or foreign, non-profit or for profit, or a partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe his or her conduct was unlawful.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a

Trustee, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a Trustee, officer, employee, agent or volunteer of another corporation, domestic or foreign, non-profit or for profit, or a partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which the person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless, and only to the extent that, the court of common pleas or the court in which the action or suit was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court deems proper.

Any indemnification under this Section 10, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Trustee, officer, employee, agent or volunteer is proper in the circumstances because he or she had met the applicable standard of conduct set forth above. This determination shall be made (a) by a majority vote of a quorum consisting of Trustees of the Association who were not and are not parties to or threatened with the action, suit or proceeding, or (b) whether or not a quorum is obtainable, and if a majority of a quorum of disinterested Trustees so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years, or (c) by the Members, or (d) by the court of common pleas or the court in which the action, suit or proceeding was brought. Any determination made by the disinterested Trustees or by independent legal counsel as described above shall be promptly communicated to the person who threatened or brought the action or suit by or in the right of the Association and within ten days after receipt of such notification, that person shall have the right to petition the court of common pleas or the court in which the action or suit was brought to review the reasonableness of this determination.

The indemnification provided by this Section 10 shall not be deemed exclusive of any other rights to which the person seeking indemnification may be entitled under the Articles of Incorporation, this Code of Regulations or any agreement, vote of Members or disinterested Trustees, or otherwise, both as to actions in his or her official capacity and as to actions in another capacity while holding office, and shall continue as to a person who has ceased to be a Trustee, officer, employee, agent, or volunteer and shall inure to the benefit of the heirs, executors and administrators of that person.

SECTION 11. CONFLICTS; AMENDMENTS

11.1 Conflicts. If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation of the Association or the Declaration and this Code of Regulations, the provisions of Ohio law, the Articles of Incorporation, the Declaration and this Code of Regulations, in that order, shall prevail.

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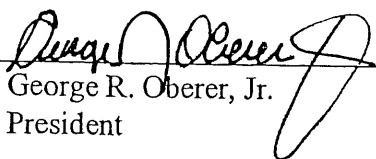
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11.2 Amendment. This Code of Regulations may be amended at any meeting of the Members duly called and held for that purpose. The amendment must be adopted by (i) Developer, if the Developer is the Owner of at least one Lot, and (ii) the Members holding at least seventy-five percent (75%) of the total votes of the Association.

Adopted this 9th day of August, 2005.

FOX RIDGE ESTATES OWNER ASSOCIATION INC.


By: George R. Oberer, Jr.
Its: President

Common Area Legal Description

Situated in Sections 21, Town 3, Range 7, City of Beavercreek, Greene County, State of Ohio, and being all of Lots Numbered 1, 27, and 28 of a plat known and recorded as Fox Ridge Estates Section One in Plat Cabinet 36, Pages 308, 317, 318 of the Plat Records of Greene County, Ohio; and
+ 32A

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DESIGN GUIDELINES FOR FOX RIDGE ESTATES

Residential structures in Fox Ridge Estates will be planned and designed to achieve a traditional appearance. To assure that the buildings will maintain a high quality appearance over time, the buildings will utilize high quality and long-lasting maintenance free materials (such as brick, stone, stucco type material and wood siding). No vinyl or aluminum siding or awnings will be allowed.

The Developer will establish a Design Review Committee for the purpose of administering these guidelines. The Design Review Committee, Developer or Seller is not reviewing plans and specifications for structural integrity, buildability on said lot, or compliance with any applicable codes all of which are the sole responsibility of the Owner.

The owner shall submit to the Design Review Committee for approval, approval with modification or disapproval, two (2) sets of detailed building plans, site and grading plan with landscaping, material descriptions with color selections prior to closing. All reviews by the Design Review Committee are for aesthetics only.

CONSTRUCTION REQUIREMENTS - No resident building with less than the following designated square footage of finished living area above grade, exclusive of garage, porches and unfinished areas, shall be erected or placed on any Lot in the Phases, as noted.

Dwelling Size/Minimum Standards: All dwelling shall be used for single-family purposes. The minimum square footage of the dwelling shall be regulated as follows by their respective neighborhoods:

Area/Phase (Finished floor area exclusive of garages, porches or unfinished areas): All Ranch homes shall be no less than 2800 sq. ft. above grade. All two-story homes shall be not less than 3200 sq. ft. above grade.

Setback Requirements: Front yards will have a minimum building setback of fifty (50') feet on typical lots, except on corner lots and end or "bulb" cul-de-sac lots that will have a minimum of forty (40') feet. Side yards will have a minimum building setback of ten (10') feet with forty (40') feet total, allowing twenty (20') feet between houses. Accessory structures, garages, carriage houses, pool houses, etc. will be a minimum of 10' from side or rear property line. Rear yards will have a minimum building setback of forty (50') feet except for lots that are affected by any designated conservation zones, primarily located along the east and west parameter lots.

INTRODUCTION TO THE DESIGN GUIDLEINES - The Fox Ridge Estates Design Guidelines have been prepared to help homebuyers, homebuilders, architects, and residents of Fox Ridge Estates not only understand, but also become active participants in this process to assure the long-term quality of the community. It is not the intent of these guidelines to review plans for structural integrity, life safety issues, code compliance, soil conditions or buildability, grading, drainage, flooding, environmental issues, or any technical applications, or to modify or

restate the deed restrictions. The intent of this document is to provide a foundation for design, which will create a consistent character, quality, and value throughout the community.

CONFLICTS AND DISCLAIMERS - In the event of any conflict between the terms of the Design Review Guidelines, the Lot Purchase Agreement, and either the Declaration of Covenants, Restrictions, Easements and Liens for Fox Ridge Estates, then the Developer will resolve the conflict, in its discretion, with primary reliance on the Covenants and Restrictions.

CONSERVATION EASEMENT - The proposed conservation easement established along the east and west boundaries are intended in general to preserve the integrity of the existing natural environment. In particular, it is intended to preserve a mature woodland tree buffer along the west boundary and the rolling prairie hillside along the east boundary. All trees with a caliper of 8" or greater at a height of 3' must be noted on required landscape plans. None these trees may be removed without the approval of the design review committee and with legitimate reason. No exotic underbrush may be removed rolling prairie hillside along the east boundary. All trees with a caliper of 8" or greater at a height of 3' must be noted on required landscape plans. None these trees may be removed without the approval of the design review committee and with legitimate reason. No exotic underbrush may be removed.

DESIGN APPROVAL PROCESS - The Design Review Committee must review every proposed new home in Fox Ridge Estates before construction can begin. To assist you in understanding this review, the Development Guidelines have been developed. These guidelines provide a basis for review of plans by the Design review Committee, and serves as a checklist for you to insure all design elements have been considered in the creation of your home. Any questions in reference to the Design Guidelines should be submitted to the Design Review Committee through your builder or architect. The following is an outline of the steps involved in the design approval process.

Step One: Preliminary Architectural Review - In order to provide a systematic and uniform review of the proposed construction, the design documents should adhere to the criteria outlined below. The Design Review Committee will review all design documents, sample materials, color chips and return one set of plans to the Participating Builder within 15 days with the appropriate comments.

General Drawing Requirements

Drawing Size: 11" x 17 or 24" x 36" Blue-line, including Owner's Name, Builder's and Architect/Designer's name, Lot Address, Date of Drawing.

Note: It is recommended that the owner submit a preliminary plan for a pre-review prior to proceeding with final construction plans and engineering. Participating Builder must submit three (3) building sets of specifications and specific color and manufacturer selections.

Design Review Application Form
Site Plan with Topography (also see Landscape Plan)
Scale: 1" = 20'

Property Lines
Building Setback Lines
Easements
Right of Ways
Driveways (location and material proposed)
Patios/Decks (indicate material proposed)
Walkways (indicate material proposed)
Pools
Pool Pumps, Heater, and Equipment
Culverts
Drainage Plan
Proposed Retaining Wall
Dwelling Perimeter (1st/2nd Floor)
Roof Line/Overhang
Topography (finish and existing grades)
Equipment
Lighting

Landscape Plans (also see Site Plan)

Scale: 1" = 20'
Topography
Drainage
Easements
Right of Ways
Existing Trees (8" diameter @ 3' above grade)
Plant Material
Surface Material
Exterior Lighting Details
Transformer Location
Electric and Gas Meter Location
House Plans
Exterior Elevations (4 sides)
Roofing, Facades, Fascia, trim, Windows, Doors, Garage Doors

Note: Materials, Types, Specifications and Finish of each are to be noted on plan.

Floor Plans (square footage of heated areas, porches, garages and unfinished areas must be noted on floor plans)
Color Chips (Exterior)
Patios/Decks: materials, finish
Fences/Walls: structure, materials, finish
Screen enclosures: structure, materials, finish
Mechanical equipment: location and screening details
Exterior lighting details: lamppost and floodlights
Driveway: materials, finish
Exterior light fixtures

Detailed specifications, material selections and color selections stating specific manufacturer. Material samples, product photos, and color chips are to be submitted upon request.

Step Two: Submission of Plans to Appropriate Building Department - Participating Builder submits approved plans to the Building Inspector and any other such agencies having jurisdiction for required permits.

Step Three: Final Architectural Compliance Review (As Built) - The review of home and proposed landscaping will be reviewed upon completion for compliance. Pending full compliance with proposed design, specifications, and materials, and subject to the terms of the Lot Purchase Agreement, performance deposits will be refunded less review fees.

Design Document Changes - The Participating Builder must notify the Design Review Committee prior to making any significant or material changes to the approved plans. A letter with applicable support data (as required) must be submitted to the Design Review Committee for the file. Any major deviations (as determined solely by the Design Review Committee) may require full Committee approval prior to commencement of changes. The Design Review Committee reserves the right to inspect construction in progress for conformance with approved design documents and Applicants agree to cooperate fully with members of the Design Review Committee at all times.

Additions and Remodeling - It is required that all plans for remodeling or additions that alter the exterior appearance of any permanent structure or home-site be approved by the Design Review committee. All of the requirements and guidelines in this document, as well as applicable governmental approvals, apply to these types of improvements.

The participating builder must go through the same 3-step process as it relates to each individual remodeling or addition. Decks, patios, and landscape walls are examples of additions.

DESIGN REQUIREMENTS

Landscaping and Irrigation - Landscape and irrigation must be not less than 8% of cost of lot as a minimum (excluding sod or seed). All easements and right-of-ways shall be landscaped in conformance with easement limitations and must be included in your landscape design. All homes must be fully landscaped and maintained – front, sides and rear. Existing tree line and proposed tree preservation areas with a diameter of 8 inches or more (measured 3 feet above grade outside the building pad) must be noted on the site plan and landscape plan. Specimens scheduled for removal must be included on plans tagged with final stakeout. In no case shall trees with a diameter of 8 inches or more (measured 3 feet above grade outside the building pad) be removed without approval. All Applicant and Participating Builders shall make a diligent effort to protect all remaining trees during construction, to provide staked-off areas to protect root systems from heavy vehicles and equipment, to install tree wells, and to take other precautions in cases where fill is required around trees. As provided for in the Lot Purchase Agreement, trees to be planted between the curbs and sidewalk may be required per the street tree planting plan. The number of trees and species per lineal footage of street frontage are noted on the landscape plan for each home section. Street trees are shown on the stage-two

development plan and will be shown on the master landscape plan. Typical lots will be required to plan at least one "street tree." Some lots, such as corner lots may require two or three street trees. The species and size of the "street tree(s)" will be determined by the Developer. Each owner will be required to pay for the professional installation of the Developer-required "street tree(s)" on each lot at the time of installation of landscaping for their respective lot. Each lot owner will be responsible for the maintenance of lawns and "street tree(s)" even when such plans may be located within the public right-of-way. Builder/Buyer is responsible for obtaining and complying with an NPDES permit from Ohio EPA, and maintain a control plan for erosion and sediment control in accordance with all Federal, State, and Local laws, rules and regulations during the construction period and until all landscaping, grass seeding or sodding is in place.

Utilities - Applicant shall be responsible for all utility services from point of utility company connections underground to the Applicant's home. All utilities shall be underground except temporary electrical service for homes under construction. Meters, transformers, and other utility service equipment/gear shall be shielded by screening, walls, or landscaping.

Note: Utilities must conform to the City of Beavercreek Zoning Department.

Accessory Structures - Tool sheds, doghouses, or dog runs, shall not be permitted without prior approval of the DRC. Outside antennas and satellite dishes shall not be permitted unless 18" or less and not in view. Satellite receivers are prohibited in front and side yards. Such devices may be installed in the rear yard or on the house if not visible from the street with approval of the Design Review Committee. Such approval shall be conditioned upon compliance with such conditions regarding location, screening and size, as the Design Review Committee shall deem reasonable. Maximum size of the unit will be 18" in diameter. No clotheslines shall be allowed. Refer to the Declaration of Covenants & Restrictions for any additional requirements.

HOMESITE

Site Qualities - Identify the natural qualities of the site, and decide what they are and how they should be used. Attempt to preserve the trees, rock outcroppings, and scenic areas, use the views, recognize the slopes and drainage patterns. Position your house on the site to minimize the change in existing grades and contours. During construction, protect trees or natural areas with the use of snow and silt fences. Leave ravine areas natural and undisturbed; never fill with dirt or debris. Do not remove trees or natural features before final approval of plans and specifications.

Grading - Builder/Buyer is responsible for staking out property limits and providing building construction staking. Final grading must be according to approved site plans, and prior to seeding, sodding or landscaping and following the grades identified on the grading plan. All drainage swales shall be maintained as shown on the developer's grading plan. Builder/Buyer shall set all finish grade evaluations in accordance with the grading plan for the subdivision. When trees or other such elements are to be preserved, they will determine the level of grading in their immediate vicinity. Retaining walls, terraced banks, and planted slopes should be considered as part of a grading plan. Applicant shall be responsible for grading and surface

drainage so that surface run-off will not adversely affect adjoining properties. Applicant shall provide construction devices, stepped terraces, or other forms of erosion control.

Drainage - Drainage is often a major problem for the new homeowner, often forgotten and seldom completely solved before the first big rain or spring thaw forces action. On sloping land, each neighbor receives water from those above him and deposits water on those below. Therefore a pattern of compulsory mutual responsibility is established. The acts of excavating or filling, or destroying the natural vegetative cover, or of building impervious roofs, or paved surfaces, increases the amount of surface run-off and change its direction and concentration. Storm water from building and pavements on each site shall be directed by pipe or swale to the street, the nearest storm sewer, or natural waterway. Sump pump may not be permitted to connect into down spout lines. Storm water originating from the natural watersheds of adjacent property shall be accommodated and transmitted through your site to an existing outlet. It is required at Fox Ridge Estates to control storm water and sedimentation both during and after construction. The following guidelines will help with this process. Builder/Buyer shall leave all sanitary sewer manholes, storm sewer manholes, main water line boxes and water tap box uncovered and exposed to finish grade after sodding and seeding of the yard or installation of driveways. Builder/Buyer is responsible for securing and paying all individual zoning permits, sewer and water tap-in fees, building and other associated fees. All buildings will be completed at a finished floor elevation compatible with its surroundings.

Topography - The land at Fox Ridge Estates varies in elevation from level to sloping. Therefore, such design elements as mounding, retaining walls and the stepping of slopes should be considered in properly developing your site. These elements should naturally blend with your site and enhance the existing features of the land.

Outdoor Living Area/Swimming Pools/Screen Enclosures - Swimming pools shall not be permitted on the street side of any residence. No above ground pools are permitted. In-ground pool and tennis court fencing must receive Design Review Committee approval. Screen enclosure material and colors must be approved by the DRC. Pool enclosures must be neutral in color. Wrought iron type fence is recommended for all homes. All outdoor recreational devices (sandboxes, swing sets, swimming pools, basketball backboards, lawn games, etc.) must be approved by the Design Review Committee prior to installation.

Mailboxes - The Design Review Committee requires the installation of a standardized mailbox prior to final site inspection and release of the Lot Development Deposit (LDD). The Design Review Committee has approved a vendor for the acquisition of the mailbox. The payment for the mailbox and its installation is the responsibility of lot owner.

Walls and Fences - Walls and fences are considered an extension of the architecture of the residence. They are used to make transitions between the mass of the architecture and natural forms of the site. All walls and fences shall be designed to be compatible with the total surrounding environment and shall not block natural views. Fences, walls and hedges are considered design elements to enclose and define courtyard, to extend and relate the building forms to the landscape, and to provide security and privacy to the property. All walls and fences must be approved by the Design Review Committee prior to installation. It is recommended that

walls be made of solid masonry, ornamental wrought iron with columns or split rail. Prefab wood fencing or chain link will not be permitted within the community. Maximum height for walls and fences is 6' above grade. The Design Review Committee will review requests for adjustments to height material usage on a case-by-case basis. Retaining walls that attach to the residence should utilize the same materials that the wall comes in contact with. All retaining walls shall be made from stone, brick, landscape ties or other approved materials. The Design Review Committee must approve final design and materials. Fencing is permitted, however, an illustration, sample of the fence, site plan, landscaping and color information must be submitted to the Design Review Committee. Attempts to establish property lines through individual fencing are not acceptable. Every effort must be made to retain the feeling of open spaces. No wall, fence, coping or boundary planting may be constructed or maintained in such a manner as to interfere with the vision of drivers at any intersection of streets or roads. Placement and design should not block neighboring views. A survey and staking is required before performing work near property lines. Refer to Covenants & Restrictions for any additional requirements.

Play Equipment - To create a harmonious order, minimum design standards are established for all play equipment. All play sets including swings, forts and climbers must be constructed of natural materials. Tenting is permitted on the play sets but must be neutral, green or blue in color. Harsh primary or neon colors are not permitted. A Design Review Committee approval is required of all play sets. The applicant must submit a representation of the equipment proposed along with a plan of the lot that locates the placement of the proposed construction. Landscape screening of the equipment may be required by the Committee to reduce views from roadways and adjoining properties. Basketball courts are permitted as long as the goal is located behind the house and not visible from any street. Poles must be black or white in color, with clear, white or grey backboards exclusive of ornamentation. Roof or wall mounted backboards are not permitted. Applicants must submit a plan of the lot with the proposed location of the pole to the Design Review Committee for approval. All playground equipment shall be placed to the rear of the residence.

AUTOMOBILES

Garages - Carports are not permitted. Garages will accommodate not less than two vehicles. Only panel or flush type garage doors shall be permitted (wood or insulated steel). Garages should be designed so that the structure will not dominate the elevation. The garage should blend or be integral part of the overall design. Garage doors should be on the side or rear of the garage and screened from the street as much as possible. Side and rear entry garages only, unless otherwise approved by the Design Review Committee. Outside Storage of recreational vehicles, boats, campers, trailers and other similar vehicles on a permanent basis, on any portion of the lot is prohibited. Permanent is defined as exceeding 72 hours.

Driveways - Driveways and sidewalks shall be constructed of concrete, pavers or similar material or as approved by the Design Review Committee. Asphalt drives will be considered by the DRC on a case-by-case basis. No street-side parking areas may be created by extending any portion of the street pavement. No overnight business vehicle or equipment parking shall be permitted outdoors, including RV's and boats for more than 72 hours within any consecutive

seven-day period. Builder agrees to set all finish grade evaluations in accordance with the grading Plan for the subdivision and to install the driveway.

Exterior Lighting - All proposed exterior lighting shall be detailed on the final Landscape Plan. No exterior lighting shall be permitted which in the opinion of the Design Review Committee would create a nuisance to the adjoining property owners. All exterior lighting fixtures and locations are to be approved by the DRC. Builder/Buyer shall install one pole mounted exterior light designated by the Design Review Committee. All exterior pole mounted shall be controlled by a photoelectric cell. The placement of all exterior area lights shall be reviewed and approved by the Design Review Committee and shall be metered to the single-family residence constructed on the Lot. Refer to the Covenants & Restrictions for any additional requirements.

YOUR HOME

Character - Although Fox Ridge Estates does not limit to particular styles of homes, the following are recommendations for design to insure Design Review Committee approval:

- Period-style houses of authentic architecture with design and detail specific to the period
- Traditional styles of historical architectural identification, such as:
 - Colonial - Southern, Georgian
 - European - Country French, Country English, Tudor
 - East Coast - Carolina Coastal, Hampton
 - Arts Crafts - Buck County

Design and elevations of all four sides (front, sides, & rear) should have symmetry, consistent use of materials, and rhythm of design, details and materials for each elevation. Coastal or Contemporary architecture is not consistent with the desired ambiance of the subdivision.

Roof Pitch/Roofing Materials - Roofs should slope at a minimum pitch of 10-12 facing gable unless otherwise approved. Recommended roof-surfacing materials are cedar shakes, cedar shingles, natural slate, tile, copper seamed roofing. When fiberglass and asphalt shingles are used, a dimensional shingle is required with a minimum of a 50-year guarantee. Gutters and downspouts are required and shall drain to underground drainage. Flat roofs shall not be more than 10% of the roof area. All roof stacks, flashing and metal chimney caps shall be painted to match the approved roof colors. Roof stack and plumbing vents shall be placed on rear slopes of the roofs.

Exterior Materials - Most earth-tone colors work well in tying together the continuity of buildings. The intent is for individual houses to blend into the total image. Roof colors should not contrast sharply with the rest of the house. The selection of exterior materials shall be harmonious with the architectural of each dwelling unit and the community development as a whole. Natural materials are preferred over synthetic material. Depending on specific applications, the following materials have been approved by the Design Review Committee.

Wood (cypress/cedar/redwood): cedar shake, lap siding, cedar shake (roofs) tongue and groove siding or other hardboard siding with approval of the Design Review Committee.

Stucco: (Approval subject to application, texture, and use of other Primary, secondary or decorative treatments.) External Insulated Finish System EIFS

Masonry: Natural stone or brick.

Chimneys: Fireplace chimneys may not be hung or cantilevered from the foundation and must be of masonry construction utilizing materials consistent with the materials and style of the house. No metal caps or terminations will be allowed. Direct vent fireplaces will be permitted provided that all exterior vents or termination caps are not visible from the street.

Windows: Wood frame, aluminum or vinyl clad.

Doors: Front doors and sidelights will be wood or wood frame and glass. Alternate front door styles will be considered by the DRC on an individual basis.

Garage Doors: Carriage style garage doors are suggested.

The following exterior materials are not approved for construction: aluminum or vinyl siding; concrete block (except for sub-surface wall); fiberglass; logs (imitation or otherwise except for landscaping purposes); fiberglass garage doors; and certain types of imitation stone and brick; fiberglass or asphalt shingles used as siding. High quality simulated stone and brick from natural materials will be considered on their own merit by the Design Review Committee, but are subject to disapproval. Exterior colors that, in the opinion of the Design review Committee, would be inharmonious, discordant and/or incongruous shall not be permitted. No cantilevered chimneys will be permitted. All exterior chimneys shall have stone, stucco, or brick exterior finish. The Design Review Committee shall have final approval of all exterior color submittal. Each applicant must submit to the Design Review Committee as part of Final Architectural Review, a color board showing the color of the roof, exterior walls, shutters, trim, gutters and down pipes, etc. A color board with manufacturer's name and number, with color/material "chip" and location of same, of 8-1/2" x 11" or 8-1/2" x 14" size shall be provided if requested. Should color or materials be revised prior to completion, contractor shall update (modify) that reference file.

Patios, Terraces and Decks (on grade where possible) - The design of outdoor living spaces must be professionally coordinated and approved by a Landscape Architect with the design of every home. Outdoor spaces, when designed to provide privacy, can be enclosed with planting fences, walls, or gently mounded earth. The exterior of each residence shall be consistent with the high quality of the overall community. It is required that all exterior finish materials be consistently applied to all sided of the building.

Meters and Equipment - Utility meters and air conditioning equipment must be located only in the side or rear yard, unless the Design Review Committee gives a site specific design exception due to the architectural character of the home and all improvements are screened from public view. Pool equipment may be allowed in rear yards only after proper location and screening has

been approved by the Design Review Committee. Mechanical equipment shall be located in such a manner as to minimize offensive noises, odors and appearances to adjoining properties. Equipment shall be landscaped and/or screened and shall be located on the appropriate drawings and documents. All plumbing vents and roof ventilators shall be installed with no visibility from any street side of the home. All plumbing vents or other roof appurtenances must be painted to match the roof color in order to minimize their appearance.

Refuse and Storage Areas - Garbage and refuse shall be placed in containers and shall be capped or contained in such a manner they are inaccessible to animals. These containers shall be concealed within the homes or screened by landscaping sufficient to ensure that they are not visible from the street.

GENERAL COMMUNITY STANDARDS

Temporary Improvements - No temporary building or structure shall be permitted except for trailers, barricades, trash receptacles or portable toilets as may be approved or required by the Design Review Committee. The existence of these structures will only be permitted during the construction period for a permanent improvement.

Site Cleanliness - Builder/Buyer is responsible for all mud and debris left on each lot or tracked onto the streets, or any damage to Declarant improvements, by employees or subcontractors during construction. Declarant may require the Builder/Buyer to deposit up to Twenty-five Hundred Dollars (\$2,500.00) additional, for the purpose of bonding or insuring these requirements during construction. Upon completion of construction and favorable inspection of Declarant improvements, as determined by the ARC, the Twenty-five Hundred Dollars (\$2,500.00) LESS any amount incurred by the Association for street cleaning will be refunded. All sites must be kept free of loose debris and other non-indigenous waste materials. During construction, the builder is required to maintain a trash receptacle of sufficient size to contain all debris from the project, and to cause the removal of the trash periodically in order to avoid overloading the receptacle to the point the debris projects above the top rim. During the construction period it is critical that all loose debris be contained on a daily basis and that no debris is allowed to blow onto adjacent home sites.

Signs - The installation of signs other than those specifically approved by the developer, are strictly prohibited. This signage restriction includes but is not limited to builders, subcontractors, realtors, lender, architect and suppliers. Standardized community signs benefiting the Developer and Featured Builders for the development are permitted. Signs of a temporary nature that advertise the development of the community shall be removed when 95% of the lots have been sold to homeowners. Temporary signs on individual lots advertising the builder shall be removed when the home has been transferred to the homeowner

Coordinate With Your Neighbor - Create privacy for you and your neighbor by carefully locating and coordinating the private spaces of your home. When possible, use common screen walls or fences to help each other create privacy. Think about where you place your windows; avoid windows that "look into" your neighbor's windows.

**FOX RIDGE ESTATES
PLANS APPROVAL SUBMISSION FORM**

Applicant: _____
Applicant Address: _____
Daytime Contact Number: _____
Lot Owner: _____
Builder: _____
Architect/Designer: _____
Landscape Architect/Designer: _____

This Submission For:

Send three (3) sets of plans to:

- Preliminary Design Approval
- Final Design Approval
- Landscape Approval
(\$400.00 due upon submission)
- Additions and remodeling
(\$100.00 due upon submission)

Fox Ridge Estates
c/o Oberer Land Developers, Ltd.
2800 East River Road
Dayton, Ohio 45439

It is not the intent of these guidelines to review plans for structural integrity, like safety issues, code compliance or any technical applications, but only for design intent and character, consistent to the community.

Building Program: All house plans must bear an Architect or Residential Designer's name.

- Standard House Plan – show details of any variation from standard plans
- Custom/Architect Designed
- Other

Finished Livable Square Footage (each level)

First Level: _____
Second Level: _____
Lower Level: _____
Attic/Bonus: _____

Total: _____

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This Design Review Application shall be submitted for both Preliminary Design Review and for Final Design Review. This application serves (1) as a checklist to help in the consideration of the many decisions that will affect the design of your home at Fox Ridge Estates and (2) to provide the Design Review Committee with the required basic data needed for proper understanding. This application is to be used in conjunction with the Fox Ridge Estates Guidelines.

Design Data

The following items must be considered in the preparation of the above document. Check off all items that have been implemented into your design.

1. Site Design

a. Lot Type (Check all that Apply)

Open Level Wooded Sloping

b. Driveway

Straight in from street (not preferred)

Curve in from street

Per attached site plan

c. Home Orientation

Private areas have been coordinated with neighboring lots: Yes No

Home is oriented:

Parallel to street

At an angle to street

Home is set on site so that it does not "line-up" directly with others

Garages Orientation:

Right Left Courtyard

2. Site Qualities - Indicate on site plan or grading plan:

Trees to be removed - area

Areas to be preserved (no debris to be placed in ravines)

Views to be used (indicate direction with arrow)

Existing rainwater drainage pattern noted

Rainwater control during and after construction

Side and backyard grade differentials have been coordinated with neighboring lots

Downspout drainage lines located

3. Home Design

a. Type of Home

One story

One and one-half story

Two story

Other – Describe _____

b. Roof Form

Gable Roof

Other – Describe _____

Roof Slope – Describe (10/12, etc.) _____

c. Roof Features

Dormers

Other – Describe _____

Varying eave heights

Varying ridge heights _____

Roof fans, vents and flashing (except copper) will be painted to match roof.

d. Exterior Walls

All exterior walls same material

Exterior walls combine different materials (brick, wood, etc.). Show transition detail with elevations; corner board, edge board, etc. Special details (indicate on elevations)

Bay windows

Balconies/Railings Skylights

Other – Describe _____

e. Windows

Manufacturer _____ Trim Color _____

Type:

Casement

Wood

Other _____

Horizontal sliding

Wood

Other _____

Double Hung

Wood

Other _____

Fixed

Wood

Other _____

Same window type used on all sides of home? Yes No

Are you using divided light or grill? Yes No

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Built-in Clip-in

Are you using storm windows?

Yes No

Wood Color-coated metal

Are you using shutters?

Yes No

State shutter material _____

f. Doors

Entrance Door Material

Stained Painted Other – Describe _____

Storm and/or Screen Door (type):

Wood Stained Painted Color-coated metal

g. Garage Door

Flush overhead Stained Painted Natural Wood

Paneled overhead Stained Painted Natural Wood

Wood siding covered Stained Painted Natural Wood

Other-Describe _____

4. Building Materials and Color

a. Roof Materials

Asphalt shingles – color, style and mfg.

Hand split shakes

Wood Shingles

Slate

Tile

Gutters, Fascia and Rake boards stained or painted to be complimentary to
roof color.

b. Exterior Sidewall Material

Wood Type _____

Stone Type _____

Brick Type _____

Other- Describe _____

c. Colors – Indicate color locations on elevations.

Other colors

Siding Color _____ Brick Mfg. _____ Color _____

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Trim Color _____ Roofing Mfg. _____ Color _____
Accent Color _____

5. Patios, terraces, Decks, Etc. (Locate on Landscape Plan)

Patio – Material _____ Color _____

Decks – Materials _____ Color _____

Swimming Pool:

Size _____

Pool Bottom Material _____

Pool Deck Material _____

Trellis

Basketball Backboard

Located behind front line of house

Trash receptacles:

Trashcans and rubbish areas hidden from view by:

Keep trash in garage

Visually screened area – Describe _____

Entry Walk Material/Design shown on site or landscape plan.