



River's Bend

Golf Club Community

HOA Handbook

Revised: April 28, 2026

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River's Bend

Golf Community HOA

INTRODUCTION

Dear Homeowner,

This Handbook has been compiled to provide River's Bend Golf Club Community Homeowners information on the organization, responsibilities, policies, and procedures of the Association.

The Board of Directors ask Homeowners to read and abide by these guidelines in order to protect their investment and enhance the value of their property.

The Board of Directors and the Management Company work together on behalf of the Association to promote the enjoyment of homeownership and preserve the aesthetics of the River's Bend Golf Club Community.

We hope you find the Handbook useful.

Sincerely,

The Board of Directors of the River's Bend Homeowner Association

RIVER'S BEND VISION

River's Bend is a "Premier" community that is widely recognized for its appearance, lifestyle, and fiscal responsibility. Our community's attention to detail creates a safe, family-oriented environment which benefits all residents. We focus on continual improvement, so all residents are proud to call River's Bend home and abide by its covenants and restrictions. Families take pride in their homes, neighborhood, and the lifestyle created by our many mixed-use facilities. The "spirit" of River's Bend is evident in our enjoyment of the outdoors, respect for our natural resources, and the efficiency of our operations.

DISCLAIMER

This Handbook is intended to supplement not replace the governing documents. In case of inadvertent conflict between the Handbook and the Association governing documents, the Association documents will control.

MANAGEMENT COMPANY

The Management Company for the Association is responsible to the Board for carrying out the day-to-day operations of all Association business and maintenance of the Common Elements.

Decisions concerning the Property are made by the Board, however the Board relies on the Management Company to obtain bids, contracts, oversee and direct all contractors, and vendors servicing the Association. Key highlights of the Management Company's responsibilities are:

1. Provide the ARB with the required basic data needed for properly understanding this application as it is reviewed in conjunction with the River's Bend Design Guidelines.
2. The ARB may seek outside professional support for consulting on design principles vs. ARB standards. Fees to be billed back to the lot owner.
3. Provide an emergency contact system and respond to Owner phone calls and other inquires within 24 hours.
4. Distribute information to the Owners regarding assessment notices, applicable policies, directives, rules, regulations, procedures, and restrictions as may be specially directed by the Board.
5. Provide administrative support to the Association in enforcing the provisions of the Association's Declaration, Articles of Incorporation, Bylaws, Handbook and contracts.
6. Timely prepare and distribute the funds for payment of all bills and obligations.
7. Maintain the billing and collection system for the receipt and enforcement of Association assessment, following the procedures for collections as set by the Board.

Management Company:

Towne Properties
11340 Montgomery Road, Suite 202
Cincinnati, Ohio 45249
CharlieRapier@TowneProperties.com
Phone: (513) 489-4059 Fax: (513) 489-3941

Towne uses an application, Towne Square for communication with all Homeowners in the Association. More information on the app and how to use it can be found in the neighborhood website, myriversbend.com.

IMPORTANT NUMBERS

Emergency	911
Non-Emergency Fire	(513) 683-1622
Non-Emergency Police	(513) 683-8520
TPC River's Bend	(513) 677-0500
Warren County Administration Building	(513) 695-1000
Warren County Water & Sewer	(513) 695-1377
Duke Energy- duke-energy.com Report a gas problem	(800) 634-4300
Repairs	(800) 543-5599
Underground Line Locator Service	811
Maineville US Post Office	(513) 683-8016
Hamilton Township Police Administration	(513) 683-0538
Ohio Department of Natural Resources	(614) 265-6565
Warren County Animal Control Officer	(513) 695-1176
Hamilton Township Administration Building	(513) 683-8520
Rumpke Trash Removal	(800) 828-8171

NEIGHBORHOOD WEBSITE

The neighborhood has established a website myriversbend.com which does not require a sign on or password. The website contains information on the community and is referred to throughout this document.

GENERAL HOMEOWNER'S INFORMATION

The name of the Association is River's Bend Golf Club Community Homeowners' Association, an Ohio not-for-profit corporation. Each Lot Owner, upon acquisition of title to a Lot, automatically becomes a Member of the Association. Membership terminates upon the sale or other disposition of their Lot Ownership, when the new Owner of such Lot automatically becomes a Member of the Association.

The Association has been in existence since 2001, for the purpose of enhancing and protecting the value, desirability, and attractiveness of the properties. Homeowners enjoy the heavily wooded home sites, bike paths, lake and river views, and the TPC Golf Course facility.

The Association is governed by a Board of Directors. The Board Members are volunteers. They contribute their personal talents and expertise and illustrate commitment to a quality standard of living in our community. The primary responsibility of the Board of Directors of River's Bend Golf Community Homeowners Association is to maintain the Common Elements of the River's Bend Community and enforce the covenants in the Governing Documents.

Policies and procedures of the Association are set forth in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and Amended and Restated Bylaws. The

Board of Directors, relying upon these documents, establishes rules and regulations and provides for the operation of the Association. The management company is retained to provide the day-to-day administrative duties for the Association. The management company reports directly to the Board of Directors.

Amendments to these documents are voted on by the Membership. All owners shall have one vote per Lot. Documents are available in the Important Documents tab of myriversbend.com or can be provided by the management company at a nominal fee.

The membership of the Association meets one time a year. Each Member receives advance notification of this meeting via electronic communication and is encouraged to attend.

Directors serve two-year terms. New Directors are elected by the Association Membership at the Annual Meeting of Members. If you are interested in becoming a board member, please contact the management company. Board applications are also available in the annual meeting communication.

Meetings of the Directors are held on a monthly basis and are open to the Membership unless an executive session is being held. Members are welcome to attend. Please contact the Management Company for a schedule of meetings. Members wishing to address the Board of Directors may do so at the beginning of each meeting. Advanced notification is required to address the Board of Directors. Meeting minutes are posted on myriversbend.com, after being approved at the next meeting of the board.

In this handbook, all references to an article/section of the covenants or bylaws can be found in the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, and Liens for River's Bend Golf Club Community and Amended and Restated By-laws of River's Bend Golf Club Community Homeowners' Association.

Any Owner(s), occupant(s), or guest(s) who fail to comply with all of the Rules and Regulations set forth herein are subject to appropriate enforcement. This may include the levying of an enforcement assessment, the placement of a lien on the Lot, or court interventions such as foreclosure, injunctive relief, or breach of covenant claims.

SPORTSPLEX

The Sportsplex is owned by the River's Bend HOA. The facility is available for use by each homeowner and their family. Details on the Sportsplex rules, the facility and hours of operation can be found in myriversbend.com. A fob is used to access the building, and each homeowner is entitled to two fobs. Fobs for the Sportsplex stay with the home. If your home is sold, fobs should be left for the new homeowner.

ASSESSMENTS

Reference Article V of the Restated Declaration

Each owner by accepting a deed to a lot in River's Bend agrees to pay Assessments to the Association:

1. There are two annual assessments: the first a general assessment for the HOA, the second a Sportsplex assessment. Both assessments are due in full on February 1.
2. The amount of the Annual Assessments is fixed by the Board of Directors by December 1 of the prior year and are a uniform charge for each lot.
3. Homeowners are individually billed with a coupon by the management company via US Mail by January 1.
4. Sportsplex assessments are obligated whether or not the lot owner uses the facility. While the Sportsplex is owned by the River's Bend Association, adjacent neighborhoods of Vista Point and Fairways of River's Glen are also by deed required to be Sportsplex members and receive the same uniform charge.
5. Payment can be made electronically or by personal check. Instructions for both type of payments are included in the annual mailing. Care should be taken to follow the instructions to avoid delinquent payment.
6. Assessment payments are delinquent if not received by the due date. To encourage payment, the following delinquency policy has been implemented.
 - a. Homeowners thirty (30) days delinquent in their assessments shall be assessed a \$25 late fee the first month and \$25 per month for every month thereafter.
 - b. All accounts that exceed sixty (60) days delinquent are subject to the filing of a lien and litigation. All applicable legal fees will be the responsibility of the member.
 - c. Changes to late fees are subject to a board decisions and vote.
7. The Association may levy Special Assessments and Individual lot assessments to Lot owners as described under *Article V* section 5.5 and 5.6 or the revised declaration.
 - a. The Special Assessments are to defray unexpected costs or expenses experienced by the HOA which have not been provided for in the annual assessments. These assessments are uniform for each lot.
 - b. The Individual Lot Assessments can be levied to reimburse the Association for costs incurred on behalf of a Lot. More details are available in *Article V* of the Revised Declarations and covenants.
8. The Board may levy a Special Assessment uniform to each lot to all Sportsplex Members. Individual Lot Assessments can also be levied to reimburse the Association for costs incurred at the Sportsplex for an individual Sportsplex member.

GOLF COURSE

Reference Article IV of the Restated Declaration

The Association is not the owner of the Club or responsible for the operation of the Golf Course. The Club is a private membership club. Golf membership is offered by the Club. The Club will have members who are not Lot Owners or members of the Association. No Owner shall have any right to access, enter, or use the Golf Course/Club Property.

The Owner of a Lot due to its location may experience golf related nuisances or hazards as a result of normal Club operations, including noise from maintenance equipment; noise from

golfers; the overspray of irrigation water, fertilizer, pesticides, chemicals; and the runoff of chemicals due to wind drift. However, residents of River's Bend shall have the right to quiet enjoyment of their Lot. If Golf Course activity is limiting quiet enjoyment, or outside reasonable activity, Lot owners should contact the General Manager of the Golf Course.

No signs other than an Association approved "for sale" sign will be displayed on any lot contiguous to the Golf Course. No fencing or other obstructions on the portion of any Lot within a distance of 10 feet from the boundary of the Golf Club Property is allowed without the prior written permission of the General Manager of the Golf Club.

Play may not be disturbed by radios, speakers, or unusually loud noise-producing equipment on any Lot within 150 feet of the boundary of the club property.

Each owner holds harmless the Club Owner, the operator of the Golf Course, the Association or any authorized user of the Golf Course from any property damage or personal injury to the Owner, guests, family or employees by an errant golf ball.

There is an easement permitting errant golf balls to land or fly over any property adjacent to the Golf course. Golfers may not enter a fenced Lot without permission to retrieve a golf ball. Golfers may not strike a ball outside of club property.

Tour events may require temporary barriers, fencing, tenting, signage and scoreboards at the boundary of Club property. Other restrictions during a Tour Event can be found in section 4.3.

Information on construction requirements for Lots bordering the Golf Course can be found in section 4.4 B and D of the document.

Additional details on the Association, Golf Course and Lot owner agreements are provided in *Article IV*.

SELLING YOUR HOME

The "For Sale" sign must comply with the HOA approved requirements. Details can be found in the Design Guidelines on myriversbend.com.

As a Homeowner, all Association governing documents are to be transferred to the buyer by you or through a real estate agent. The Sportsplex Fobs should also be transferred to the new homeowners.

The title company handling the sale must contact the Management Company for details regarding the Association.

A Status Letter informs the buyer what Association fees are due at the closing. The Status Letter is obtained through Homewise.com.

Following closing, the title company must send the closing information to the Management Company so the buyer's information may be recorded for communication and future billing.

Following the closing, the buyer will be responsible for Association fees.

ARCHITECTURAL REVIEW BOARD (ARB)

Reference Article VII of the Restated Declaration

Article VII of the Amended Restrictions and Covenants allows the Board of Directors of the association to appoint a three to five-member Architectural Review Board (ARB). All ARB members are lot owners. The primary intent of the ARB committee is to ensure River's Bend is maintained as a premier community of single-family homes; to allow an unsurpassed living experience, and that any changes or additions to existing homes comply with the intent of maintaining the quality of the River's Bend Community.

The ARB will maintain a formal review / approval process of requests for new homes, additions to existing homes, landscape changes, and outdoor cosmetic changes. Mandatory review and written approval are required before any changes can be made to any home or Lot. No improvements, alterations, repairs, change of paint colors, roof replacement, plantings, excavations, changes in grade or other work which in any way alters the exterior of any Lot or the improvements can be made or done without the prior written approval of the ARB.

The Owner must complete an Improvement and submit the request for the ARB review to the property manager. The property manager will direct the request to the ARB. The ARB may seek outside professional support for consulting on design principles vs. ARB standards these costs will be charged to the Lot Owner as an Individual Assessment.

The ARB will review the request. After review, the ARB then makes a decision regarding approval of the proposed architectural change. The ARB and/or property manager will respond within 15 days indicating that the request is either approved, approved with modifications, additional information is required, or denied.

In the event a homeowner is not satisfied with the final decision reached by the ARB, the homeowner may appeal the decision in writing to the Board of Directors by directing the appeal to the Management Company. If after the appeal the Board again rules in a manner against the appealing Owner, the decision of the Board is final.

Design Guidelines used by the ARB for new homes or modifications to existing homes are available on the Important Documents tab of the myriversbend.com or from the management company.

USE RESTRICTIONS AND COVENANTS

Reference Article VIII of the Restated Declaration

The following sections are covered by *Article VIII* of the Amended Restrictions and Covenants, and which can be found in entirety in myriversbend.com or is available from the management company. Violations of these covenant restrictions are subject to fines established by the HOA board. The violation policy and fines can be found in myriversbend.com under the tab Important Documents.

Purpose of the River's Bend Community

Except for Lots designated as Common Areas, Lots shall be used only for private residential single-family purposes and common recreational purposes. No Lot shall be used as a boarding house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility. Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, (e.g. family room, bedrooms, offices or recreational rooms).

Leasing/Renting

Reference section 8.16

No Lot, part of a lot or home can be rented or used for transient or hotel purposes No part of any Lot, including the home on the lot may leased unless the Owner can demonstrate an undue hardship as described.

1. Rental is defined as:
 - a. rental for less than thirty days.
 - b. rental under which occupants are provided customary hotel services.
 - c. rental of a portion of the residence to roomers or boarders who are not related to or employed by the Owner. This prohibition includes but is not limited to the licensing or use of any portion of a Lot or home for Airbnb, Vrbo, and other peer-to-peer economic arrangements for the purpose of providing temporary housing.
2. Owners desiring to apply for an undue hardship exception must do so by filing an application and documentation evidencing such an undue hardship with the Board of Directors. The Board of Directors shall have the sole discretion to determine whether an undue hardship exists. Circumstances constituting an undue hardship include but are not limited to the following:
 - a. An Owner is transferred one hundred (100) miles and (i) the Lot has failed to sell after having been listed for sale on the MLS at the appraised value for a period of three months; or (ii) the job transfer is a temporary assignment, and the Owner intends to return to their home at the end of the specified period of assignment.
 - b. If an Owner dies and the Lot is being administered by their estate, the Lot may be leased, provided that all assessments are current prior to leasing.
 - c. Owners of Lots that have been listed for sale on the MLS for a period of one year may apply for a hardship as long as the listing price of the Lot is based on the appraised market value.
 - d. An Owner is admitted to a nursing home or other long-term care facility; the Lot may be leased for the time during which they are in such care facility.
3. Lease terms must be for a minimum of 12 months. Upon expiration of a lease term, a new lease for a minimum term of 12 months must be signed.
4. All lease agreements made pursuant to the Board granting an undue hardship exception must be in writing and provided to the Association board prior to being signed. All lease

agreements must provide that the tenant is subject to the same declarations and covenants as the Lot owner.

Nuisance Activity

Reference section 8.2

No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring lots. The following Rules and Regulations have been adopted by the Board of Directors:

Noise

A Hamilton Township Anti-Noise and Public Nuisance ordinance exists, and any resident disturbed by excessive or persistent noise violating this ordinance at any time should report violations immediately to the Hamilton Township administration office.

No obnoxious or offensive activity of any kind shall be engaged in or on any lot which may become an annoyance. Disturbances include, but are not limited to, loud music, voices, cars, animals, etc., that may interrupt sleep or in any way disturb the wellbeing of community residents. Homeowners are held legally responsible for any disturbances created by themselves, their guests, tenants, or guests of tenants. Offenders are subject to fines, arrest, and criminal charges brought by the Association, neighbors, or the police. In the event you are required to contact the police about a noise problem, please notify the management agent. The Association will keep a record of noise complaints and will take action against an owner if noise is a repeated problem.

Lighting

Exterior lights which illuminate neighboring property are considered a nuisance and should be reported to the management company.

Animals and Pets

Reference section 8.3

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot.

Dogs, cats or other typical household pets (excluding pot belly pigs) may be kept, provided that they are inside the dwelling unit at night, do not exceed three (3) in number and they are not kept, bred or maintained for any commercial use.

Owners of pets shall comply with all local laws and regulations that pertain to their pet. Each owner agrees that all dogs or other pets shall be kept on a leash whenever such pets are not on the Owner's property, and all pets shall be kept off of the Golf Course Property at all times.

As we all know, pets can be considered a nuisance when any act or acts of the animal or its owner annoys or disturbs rights and privileges common to the Association or the enjoyment of private property. If your pet is not properly controlled, the Board of Directors may deem your pet

a nuisance and necessary enforcement steps may be made. As such, you must maintain your pet within the guidelines of the governing documents.

Incidents of vicious dogs should be reported immediately to the Warren County Dog Warden.

Residents are required to pick up all feces and dispose of it at home. No feces bags should be left on the sidewalk or in the common elements. The board will fine homeowners found to be violating this request.

Trash, Debris, and Clutter

Reference section 8.4

No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any Lot including the driveways. The following Rules and Regulations were adopted by the Board of Directors:

1. Garbage and recycling is collected weekly typically early Friday morning. Garbage and recyclables must be placed at the curb in front of the house for pickup. Items for pickup may not be placed at curbside prior to the evening before pickup and must be removed the evening following pick-up. Contact Rumpke for any questions about garbage or recycling.
2. Trash, waste and recycling must be placed in appropriate sanitary containers and must be stored in garages.
3. Homeowners are responsible for any garbage spread by animals or weather. Failure to clean-up all debris in a timely manner can result in the homeowner being billed for the pickup of items.
4. Dumpsters are prohibited except as necessary in connection with construction or renovation work, in which case they may be placed with prior ARB approval. Pods, units and containers for storage are prohibited upon Lots, including driveways unless they are enclosed within the garage with the door closed, and upon any streets adjacent to the Lot that are within the Association's jurisdiction.

Vehicles

Reference section 8.5

No recreational vehicle, mobile home, boat, trailer, or commercial vehicle shall be parked or stored on any Lot, for more than 48 hours during any calendar month, unless in the garage completely out of view. Trucks exceeding a three-quarter (3/4) ton rating are prohibited, unless in the garage out of view. No vehicle in inoperable condition shall be stored on a Lot for more than five (5) days, unless in the garage out of view. Parking of cars on the lawn is not permitted.

Garage and Yard Sales

Reference section 8.6

An owner or occupant may hold no more than two (2) garage or yard sales in one calendar year. One sign for each allowed sale may be placed upon the Lot. This does not include participation in any collective community-wide garage sales sanctioned by the Association.

Water Bodies (Lakes, Ponds and Streams)

Reference section 8.7

All lakes, ponds, and streams in River's Bend including Club Property is for aesthetic or stormwater-related amenities only and cannot be used for recreational activities including swimming, boating, playing, fishing, skating, sledding or use of personal flotation devices.

No sprinkler systems of any type that draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within River's Bend or Club Property can be installed, unless permitted in writing by the ARB.

Violent Felons and Sex Offenders

Reference section 8.8

Anyone who has been convicted of a violent felony in any state or country or who is registered as a sex offender for a Tier 2 or Tier 3 sexual offense in any state or country shall not occupy any Lot in River's Bend. The Association and its Board, managing agent, employees, committees, or legal counsel are under no obligation to ascertain whether a resident of River's Bend is a registered sex offender or a convicted felon.

Business Use and Home Occupations.

Reference section 8.9

No for-profit or non-profit business, trade, industry, occupation, or profession of any kind is allowed in Rivers Bend, unless it is a "Home Occupation" which is any occupation or profession carried on by any occupant of a Lot that does not include signage signifying any purpose than a residential dwelling, does not have employees, does not increase traffic, does not generate fumes or noise and complies with applicable laws and regulations.

Signs/Flags/Seasonal, Holiday and Yard Décor

Reference section 8.10 – 8.12

Signs are not permitted on the lot with the exception of the following:

1. One professionally prepared sale sign which meets specifications approved by the Board. Please contact the management company or go to myriversbend.com to obtain the requirements for the approved sign.
2. No more than two of each of the following professionally prepared signs: home security system protection, dog on the lot warnings.
3. "Seasonal, Holiday, and Yard Décor" as defined below.

No signs are permitted in the Common Areas.

Flagpoles require written approval of the ARB prior to installation. Details can be found in the ARB Design Guidelines document. The only flags allowed on flagpoles are those protected by

law: U.S. Armed Services flags, State of Ohio flag, and MIA/POW flag. U.S. flags must be displayed according to federal protocols. No iterations or altered U.S. flag of any type can be displayed.

Seasonal, Holiday, and Yard Décor is considered as any art, decoration, display, or ornamentation displayed on a Lot to recognize a weather season, nationally recognized holiday, sports team, school, or to create a typical aesthetic of a safe and friendly suburban neighborhood. Seasonal, Holiday, and Yard Décor must be in good taste, good condition, and appropriate for the weather season and/or holiday during the time they are displayed. A guideline for the length of time any seasonal or yard décor is permitted is 45 days. The Association reserves the right to remove any décor not meeting these guidelines. Seasonal, Holiday and Yard Décor flags may be attached to the home.

Permitted seasonal, holiday and yard décor include:

1. Flags and signs that are solely decorative and professionally crafted and that correlate to one of the four weather seasons, a nationally recognized holiday, school spirit, a professional or collegiate sports team.
2. Temporary yard decorations, such as blow-up letters or a sign displayed on a lawn, to celebrate a special occasion such as a birthday, new child, graduation, school spirit, or school admission.
3. Decorations and wreaths that correlate to a weather season or nationally recognized holiday, "welcome" signs, holiday lighting (including holiday light projections onto the house), and typical garden enhancements such as birdbaths and small statuettes.

Permitted seasonal, holiday and yard décor **does not** include:

1. Temporary yard décor in the form of inflatable displays effective June 1, 2026.
2. Permanent holiday lights

One Professionally prepared political sign may be installed on a Lot thirty days prior to an election. Additional details are available on myriversbend.com.

The HOA Board reserves the right to promulgate rules and regulations that define the types, maximum number, times, place, and manner of display of "Seasonal, Holiday, and Yard Décor."

Holiday decorations and lights may be erected no sooner than six weeks prior to the holiday to which they correlate and must be removed no later than four weeks after such holiday.

Permanent Exterior Lighting

Reference section 8.13

Permanent exterior lighting, whether affixed to the house or positioned within landscaping, is an exterior modification and requires prior written approval of the Architectural Review board prior to installation.

Solar Collection Energy Devices

Reference section 8.14

Solar collection energy devices are permitted. This includes passive heating panels, building components and solar photovoltaic apparatus.

These devices are permitted, subject to the following requirements:

1. The installation of solar energy collection devices is an exterior modification and requires written approval of the Architectural Review Board. Plans and specifications showing the nature, kind, height, materials, color, and location of the solar panels must be submitted in writing and approved by the ARB prior to any installation or commencement of work. Additional details related to designs are included in section 8.14 of the covenant.
2. Solar energy collection devices may be installed only on the roof of the primary residence.
3. The Owner must obtain all applicable and/or required permits prior to the start of any installation or work and installations must be in accordance with all codes and ordinances.
4. The devices must be properly maintained, repaired, and replaced by the Owner both to ensure proper operation and ensure that the color of the solar energy collection devices continues to match or coordinate with the color of the roofing material over time

Satellite Dishes; Antennae

Reference section 8.15

All exterior antenna and satellite dishes in River's Bend must be installed in accordance with Architectural Review provisions. The ARB will not prohibit any antenna or satellite from being installed which comply with the Federal Communication Commission's rules.

Default Stormwater Easements and Stormwater Drainage Areas.

Reference sections 6.3 and 8.17

Unless indicated otherwise on a plat, lots are subject to a ten-foot-wide default stormwater drainage easement along the rear lot line, and a five-foot-wide default stormwater drainage easement along the side Lot line.

There are a number of stormwater drainage facilities and swales in the River's Bend property. Homeowners are not permitted to install any objects in areas that contain these facilities without the Association's prior written approval. Homeowners are also not allowed to construct a structure or planting which impacts the flow of stormwater. Any plans that impact the drainage pattern must be approved in writing by the ARB and public authorities in advance of work.

Owners of any Lot which contains an HOA Drainage Easement, must allow the Association and its contractors, vendors, and employees to access the easements as needed.

SOLICITING

The following Rule and Regulation was adopted by the Board of Directors regarding soliciting:

Soliciting is not allowed. Please advise solicitors that the homeowners in River's Bend Golf Community have requested that they not solicit in the Community and that a Warren County Business License is require.

MAINTENANCE

Reference Article IX of the Restated Declaration

The following sections are covered by **Article IX** of the Amended Restrictions and Covenants, and which can be found in entirety in myriversbend.com or is available from the management company.

Maintenance by the Association

Reference section 9.1

Property owned by the Association is called the Common Element and is maintained by the Association. This includes and is not limited to the entrance signs, waterfall, open space, ponds, and walking trails. Homeowners should not provide maintenance or make improvements to these areas or any common element without prior approval of the Board of Directors.

All lots are required to give the HOA an access easement to maintain, repair, improve areas around the Common Elements. The HOA also has an easement to perform maintenance that the lot owner has failed to perform (section 9.5).

In the event of any necessary repair or maintenance concern with regard to the common element, please notify the management company during normal business hours. If you need emergency assistance, a 24-hour answering service is provided.

Maintenance by Owners

Reference section 9.2

Each Owner is responsible to maintain, repair and be responsible for their Lot and all structures and improvements in a reasonable manner in accordance with the Declaration, By-Laws, Architectural Design Guidelines, ARB approvals, applicable rules and regulations, and the standard generally prevailing throughout the Property.

The "standard of homes in the community" as used in this document will be interpreted at the discretion of the Board of Directors. Examples of items which may constitute a violation shall include, but not be limited to:

1. Failure to paint, clean gutters, mow grass, maintain natural areas, remove fallen trees, or maintain other items requiring regular maintenance.
2. Owners of Lots which are located adjacent to the Golf Course must maintain that portion of their Lot located within 50 feet of the Golf Course boundary to a level at least equivalent with the level of maintenance being performed on that portion of the Golf Course Property adjacent to the Lot.

3. Lot Owners shall maintain landscaping, sidewalks, and private mailboxes located within the public street right-of-way between the Lot boundary line and the nearest curb or pavement edge. Owners cannot remove trees, shrubs, or other existing vegetation from the Lot or the public street right-of-way adjacent to the Lot without the prior approval of the ARB.

The management company regularly inspects the Community for violations. In the event of a violation or a need for maintenance at a Lot, the management company will notify the homeowner in writing and ask the member to remedy the violation within seven days. In the event a homeowner does not comply with the management company request, the Association will take action against the homeowner as provided in the Declaration of Covenants.

1. The Association and/or managing agent has the right to enter upon the Lot of any owner and to perform the maintenance needed to bring the Lot into compliance.
2. The costs incurred by the Association shall be paid by the Owner as an Individual Lot Assessment within ten (10) business days after the Owner's receipt of the written billing from the management company for payment.

Maintenance of Conservation Easement Area

Reference section 6.7

Many homes in River's Bend have marked conservation easement areas. No disturbance will be allowed in the Conservation Easement Area. The site, vegetation, wildlife, etc. are to be left to undergo natural processes of decline and growth. Any maintenance is subject to the regulations and approval of the and The Ohio Department of Natural Resources. Failure to follow this process can result in the homeowner being required to restore the conservation area to the prior condition.