

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOT NOS. 1 THROUGH 87, INCLUSIVE,
FOX MEADOW SUBDIVISION, PHASE I, MONTVILLE TOWNSHIP,
MEDINA COUNTY, OHIO

THIS DECLARATION made this 6TH day of JANUARY, 199⁵4, by FOX MEADOW DEVELOPMENT LIMITED PARTNERSHIP, an Ohio limited partnership ("Declarant"), having its principal place of business at 6416 Wadsworth Road, Medina, Ohio 44256.

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property situated in the Township of Montville, County of Medina, State of Ohio and being known as Lot Numbers 1 through 87, inclusive (the "Lots"), of Fox Meadow Subdivision, Phase I ("Subdivision No. 1"), being a part of Original Montville Township Lot Numbers 31, 41, 42, 51, 52 and 61, as shown by the recorded plat (the "Plat") in Volume 26 of Maps, Page 150 of Medina County Records, be the same more or less, but subject to all legal highways; 030-11A-17-002 (S/L 1) 030-11A-18-006 thru 030 (S/L 2 thru 26) 030-11A-18-031 thru 054 (S/L 34 thru 87)
030-11A-22-001 thru 007 (S/L 27 thru 33)

WHEREAS, Declarant contemplates selling and conveying the Lots and further contemplates that the purchasers thereof will construct single-family detached dwelling houses ("Living Units") and other improvements upon the Lots;

WHEREAS, the Declarant has submitted the Lots and certain adjacent properties to a document entitled Master Declaration of Covenants, Conditions, Easements and Restrictions of Fox Meadow ("Master Declaration") recorded on JAN 11, 199⁵4 in Volume 1002, Page 794 of Medina County Records and to the Code of Regulations ("Master Code") of Fox Meadow Master Association, Inc., an Ohio non-profit corporation ("Master Association");

WHEREAS, Declarant desires to implement the Master Declaration by imposing certain covenants, conditions and restrictions on the Lots that shall be binding upon the owner of each Lot or any portion thereof ("Owner"), mortgagees or persons holding or entitled to any interest therein, and the respective heirs, executors, administrators, successors and assigns of any of them.

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ROBERT HALE
Medina County Recorder
Recorded this date
Page 909-26 Fees 80.00

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NOW, THEREFORE, Declarant, for the benefit of itself and its successors and assigns, and in consideration of the premises and for the purpose of carrying out the intention above expressed, does hereby make known, publish, declare, covenant and agree that the real estate hereinabove described shall thereafter, in addition to any easements, rights-of-way, building and use restrictions, laws, ordinances and lawful requirements of the proper public authorities, be subject to the following covenants, conditions and restrictions, which shall hereafter be taken to be covenants running with the land and binding on all purchasers and/or Owners of the Lots, mortgagees or persons holding or entitled to hold any interest therein, and the respective heirs, executors, administrators, successors and assigns, and successors in title of any of them (unless otherwise defined herein, words capitalized herein shall have the same meaning as defined in the Master Declaration.

Section 1 - Covenant of Good Maintenance

Each person shall keep and maintain the Lot owned by such person and all improvements, buildings and structures therein or thereon, in a clean and safe condition and in good order and repair, including but not limited to the seeding, watering and mowing of all lawns; the pruning of all trees, shrubbery and grass, the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and from the absence of conditions constituting violations of applicable building, fire and health codes, all in a manner and with such frequency as is consistent with a golf course residential community.

Section 2 - Minimum Building Standards

(A) Single Family Living Units. Each Lot shall be used only for private, single family residential purposes and only one single family residence with one attached car garage (two [2] car minimum), shall be constructed or permitted to remain on any one Lot. Other buildings or structures may not be built, permitted to remain, maintained or altered on any Lot without the prior written approval of the Design Review Committee ("DRC") established by the Master Declaration. In the area of a Lot between the residence building located thereon and the street lines of such Lot, only walks, driveways, grass, shrubs, ornamental plantings and post lights shall be permitted. No tent, trailer, shack, barn or other out-building, nor any form of living quarters of a temporary nature shall be placed or permitted to remain on any Lot, except as specifically provided herein. No more than one Living Unit may be erected on any Lot.

(B) Setbacks. Except as may be otherwise shown on the Phase I Setback Guidelines (the "Setback Guidelines") attached hereto as Exhibit "A" and made part hereof, the setbacks for a Living Unit shall be in accordance with the following:

(i) The front yard shall have a setback of 50 to 75 feet. For corner lots the DRC shall determine which is the fronting street.

(ii) The rear yard shall be in accordance with the Setback Guidelines.

(iii) The side yards shall also be in accordance with the Setback Guidelines.

(C) Protection of Trees. No bulldozing or clearing of trees shall be commenced until final plans and specifications showing the nature, kind, shape and location of work have been submitted and approved by the DRC. Trees with a diameter of 4 inches or more (measured 3 feet above grade) must be noted on the site plan, tree survey and landscape plan. Specimens scheduled for removal must be included on plans and tagged with colored ribbons on-site for inspection along with the final stakeout. In no case shall trees with a diameter of 4 inches or more (measured 3 feet above grade) be removed without the approval of the DRC. Nor shall fill be placed within dripline diameter to threaten the life of trees. Fill shall not be deposited at any location without prior DRC approval. Cut or fill shall be replanted with plant materials which shall blend with native vegetation. Cuts and fills should be designed to compliment the natural topography of the site. Each Owner 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.

Each Owner shall be responsible for removal of dead or fallen trees or wood or other obstructions from the Lot and the abutting tree lawn and restoration of the surface, including seeding of the tree lawn. Burning of trees, stumps and brush is prohibited. These items must be removed from the Lot and disposed of outside the Subdivision.

(D) Maintenance of Lots and Repair of Curbing, Etc. Each Owner shall be responsible for keeping the Lot and the streets giving access to the Lot, free from accumulations of mud, silt and debris occasioned by work on or about the Lot by the Owner or the Owner's contractors. Each Owner shall be responsible for repairing and restoring to its original condition any damage to the curbing, berm material and open ditch abutting the Lot.

(E) Finish Elevation. All buildings will be completed at a finished floor elevation compatible with its surroundings.

(F) Grading and Erosion Controls. Each Owner shall be responsible for grading and surface drainage so that surface run-off will not adversely affect adjoining properties,

including the lake, the golf course and neighboring lots. Each Owner shall provide construction devices, stepped terraces, or other forms of erosion control as may be required by the DRC. Each Owner shall be responsible for yard drainage in addition to that shown on the improvement plans in accordance with the Master Declaration and in accordance with the DRC Guidelines and Procedures. Control of silt, erosion or other run-off shall be in accordance with the requirements of the DRC and any governmental authority having jurisdiction over the same.

(G) DRC Approval of Plans. No Living Unit or other structure shall be erected until the plans, working drawings with all elevations reflected thereon, and specifications, including a plot plan showing the location of the buildings or other structure, terraces, patios, walls, fences, driveways, property lines and setbacks, is submitted to and approved by the DRC. No alteration in the exterior appearance of any building or structures shall be made without like approval. The exterior appearance of the main building and other buildings on a Lot shall be the same. The issuance of a building permit by Medina County and the issuance of a zoning certificate by Montville Township shall not preclude or limit the enforcement of these provisions.

(H) Minimum Square Footages. No Living Unit shall contain less than the following square footages:

	<u>Housing Type</u>	<u>Minimum Square Footage</u>
(i)	Ranch	2,000
(ii)	1½ Story	2,400
(iii)	2 Story	2,400

The area of any Living Unit shall be computed on the outside foundation of the first floor and the exterior dimensions of the second floor, and shall exclude garages, open porches, crawl spaces and basements. In case of open ceilings to the second floor, the upper open space may be computed as second floor footage. In no event shall washers and/or dryers be allowed in any garage or other area except in a basement or a utility room for such purpose. All Living Units shall have a basement equal to a minimum of 50% of the ground floor area.

(I) Garages. All garages (2-car minimum) shall be attached to the Living Unit. All garages shall be equipped with electric door openers. No carports are permitted. No garage doors shall face any street, except the DRC shall have the right to waive this restriction with respect to corner Lots.

(J) Fencing and Walls. Attempts to establish property lines through individual fencing are not approved. Every effort must be made to retain the feeling of open space. No wall, fence, coping or other device installed for the purpose of separating Lots (other than natural shrubbery) shall be maintained on any Lot, unless the same has been approved in writing by the DRC. No wall, fence, coping or other device may be constructed on the boundary line of any Lot adjoining the golf course or in such a manner as to interfere with vision of drivers at any intersection of streets or roads. No chain link fences are permitted unless required variance is approved in writing in advance by the DRC.

(K) Planting of Trees. Each Owner shall, at his expense, furnish and install at least seven (7) deciduous, ornamental or evergreen trees upon each Lot as designed to individualized Living Unit and at such locations as are approved by the DRC.

(L) Landscaping of Lot. Each Owner shall have his Lot fully landscaped prior to obtaining a Certificate of Occupancy from the Medina County Building Department, unless temporary waiver granted by DRC because of weather. Landscaping shall include the seven (7) trees referred to in (K) above and shall also include foundation shrubbery. The minimum number of shrubs shall be 40 one-gallon or greater, 25 two-gallon or greater and 25 three-gallon or greater or balled and burlaped. Planting of shrubs or trees on the Lot shall be in accordance with the Master Declaration and in accordance with the requirements of the DRC. The type of sod or grass seed shall be subject to DRC approval.

(M) Driveways. All driveways shall be concrete and shall be installed within six (6) months after the Owner takes possession of his Living Unit. All driveway aprons shall conform to local code. All driveways to have sixteen foot (16') minimum width at entrance to garage. No interval lighting shall be installed along driveways since a "runway" effect is to be avoided. When possible, access to corner Lots shall be from the least traveled street or as specified on the Plat.

(N) Gas Exterior Light. All Living Units shall have a standard specific gas exterior light in a prescribed location that assures lighting during hours of darkness. No exterior lighting shall be permitted which in the opinion of the DRC would create a nuisance to the adjoining property owners or would otherwise be incompatible with the overall residential development and landscaping plan for Fox Meadow. No interval lighting shall be installed along driveways since a "runway" effect is to be avoided.

(O) Exterior Materials and Colors. All materials for construction and exterior colors are subject to the approval of the DRC and shall be appropriate to the style of architecture.

(P) Prohibited Exterior Materials and Prohibition of Modular Homes. The following exterior materials are not approved for construction: Decorative concrete block; concrete block (except for sub-surface walls); fiberglass, logs (imitation or otherwise except for landscaping purposes); fiberglass garage doors; aluminum mill finish doors and windows; exterior storm sash/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 DRC, but are subject to disapproval. Modular pre-fabricated homes and home designs will not be permitted while pre-fabricated sub-assemblies are acknowledged as the industry norm and are an acceptable method of construction.

(Q) Exposed Foundation Walls. Exposed portions of foundation walls shall be brick or stone.

(R) Roofs. All buildings shall have a sloping roof with a minimum of 7/12 pitch. Flat roofs are not indigenous to the development concept and are not permitted. Roof textures and materials shall be cedar shake or sawn shingles; natural slate; or three dimensional asphalt/fiberglass shingles. Gutters and downspouts are required. Overhangs are encouraged. All roof stacks, flashing, and metal chimney caps shall be painted to match the approved roof color. Roof stacks and plumbing vents shall be placed on rear slopes of roof. Solar roof panels are not permitted unless designed to be mounted flush with roof plane and approved by the DRC in writing in advance.

(S) Gutters and Downspouts. Gutters and downspouts may be used if desired or required. Overhangs are encouraged, but not required.

(T) Chimneys: All chimneys must be masonry.

(U) Accessory Structures. Accessory structures such as playhouses, tool sheds, doghouses or dogruns shall not be permitted unless the written approval of the DRC is first obtained. All playground equipment shall be placed to the rear of the Living Unit and only with the prior approval of the DRC.

(V) No Antennae and Satellite Dishes. No television or radio antenna, satellite dishes, transmitter, receiver or other communications device shall be erected upon any building, structure or Lot. Each Living Unit shall be pre-wired for cable television.

(W) Air Conditioning Units. All exterior air-conditioning units shall be placed at the rear or side behind the setback line of a Living Unit and shall be screened or walled from front streets and adjoining properties as required by the DRC.

(X) Swimming Pools. The elevation of the top of any swimming pool construction on any Lot may not be over two (2) feet above the natural grade unless integrated into terraced construction upon approval of the DRC. No above-ground swimming pools are permitted. The location of a swimming pool is subject to the approval of the DRC and no swimming pool is permitted on the street side of any Living Unit.

(Y) Screen Enclosures. Screen enclosures must not be visible from the street in front of the Living Unit unless same is approved by the DRC. All screen enclosure materials and colors must be approved by the DRC. Pool enclosures must be neutral in color.

(Z) Awnings and Canopies. Awnings and canopies shall not be permitted or affixed to the exterior of the Living Unit unless same is approved by the DRC.

(AA) Decorative Objects. No decorative objects, such as sculptures, birdbaths, fountains and the like, shall be placed or installed on the Lot unless same is approved by the DRC. A flagpole for display of the American flag shall be permitted, subject to DRC approval of the size, placement, color, finish and design. No flagpole shall be used as an antenna.

(BB) Tennis Courts. No tennis courts shall be permitted on a Lot unless the same is approved by the DRC.

(CC) Variation in Design of Living Units. Living Units of repetitious designs shall not be constructed within close proximity of each other. Similar designs or design duplications will not be approved on contiguous lots and must be spaced a minimum of four sublots apart. Designs are subject to disapproval without sufficient variation in architectural features and exterior colors, materials, finishes, trim and detailing.

(DD) Limitations on Elevations. Elevations that are similar in appearance are prohibited on any four adjacent home sites, any three home sites immediately across the street, or any three home sites on a cul-de-sac.

(EE) DRC Approval. The approval of plans for a specific site does not automatically imply approval by the DRC of identical or similar plans for another building site within the development.

(FF) Garbage Containers. All garbage containers, AC compressors, pool pump equipment, etc. shall be located in rear yards or side yards within the setback line and

shall be screened or walled from front streets, adjoining properties, and from the golf course as required by the DRC.

(GG) Sidewalks. Subject to Section 9.1(d) of the Master Declaration pertaining to assessments for capital additions or improvements, the Master Association may install sidewalks within street rights-of-way; however, the type and location of sidewalks shall be subject to the approval of the Declarant and the DRC.

Section 3 - Minimum Use Standards

(A) Signs. No sign or other advertising device of any nature shall be placed upon any portion of the Property except for signs and advertising devices installed by or at the direction of the DRC, or which the DRC approves as to color, location, nature, size and similar characteristics. "For Rent", "For Sale" and security system identification signs (other than window decals) are prohibited.

(B) Animals. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Lots (including the Living Units situated thereon) without the approval of the Master Board, except that dogs, cats, birds and other household pets approved by the Master Board may be kept, subject to rules adopted by the Master Board, provided that they are not kept, bred or maintained for any commercial purposes and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from a Lot upon three days' written notice from the Master Board. Rules may limit the number of pets which may be kept in any one Living Unit. Dogs shall at all times whenever they are outside of a Living Unit be confined to a leash held by a responsible person. The Master Board shall have absolute power to prohibit a pet from being kept on a Lot or within a Living Unit if the Master Board finds a violation hereof.

(C) Temporary Structures or Trailers. Temporary structures or trailers of any kind are prohibited provided, however, that this restriction shall not prohibit construction trailers or temporary construction structures used in connection with the building of an Owner's home. Recreational vehicles, truck campers, commercially plated vehicles, motor homes, trailers, boat trailers, and the like, shall not be kept or stored on any Lot unless fully contained within an enclosed garage.

(D) Utility Services and Equipment. Each Owner shall be responsible for all utility services (including, without limitation, all connection and tap-in fees) from the point of utility company connections underground to the Owner's Living Unit. All utilities shall be underground except temporary electrical service for Living Units under

construction. Meters, transformers and other utility service equipment/gear shall be shielded by screening, walls, or landscaping approved by the DRC.

(E) Clotheslines. No outdoor clothes drying shall be permitted.

(F) Unightly or Unkempt Conditions. No unsightly growth such as weeds, underbrush or the like shall be permitted to grow or remain upon any Lot and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The natural wooded and ground cover conditions or portions of the Lot may remain, provided that they are aesthetically pleasing to the appearance of the Subdivision as a whole. In the event that any Owner shall fail or refuse to keep his Lot free from weeds, underbrush or refuse piles, or other unsightly growths of objects, the Declarant or Master Association, shall have the right upon seven (7) days written notice to the offending Lot Owner, to remove the same at the expense of the Owner and to add such expense to the assessment charged to the Lot.

(G) Maintenance, Repair and Nuisance. All structures and premises shall be maintained neatly and in good repair. No activity shall be carried on which constitutes an annoyance or nuisance.

(H) Parking of Trucks and Temporary Repair of Vehicles. No trucks (other than two axle trucks with no more than four tires) shall be parked in front of or on any premises except in an enclosed structure. No Owner shall make repairs to a vehicle of any kind in front of or on any premises except in an enclosed structure.

(I) Trash and Garbage. No Owner shall allow trash or garbage to accumulate on any premises except in containers that are emptied regularly.

(J) Mail Boxes. Mail boxes shall be permitted provided that their style and location conform to the standard design and specifications approved by the DRC.

(K) Motorized Recreational Equipment And Vehicles. No Owner shall operate, or permit to be operated, any motorized recreational equipment or vehicle, including but not limited to, any motorcycle, motorbike, snowmobile or all-terrain vehicle, over or upon a Lot or a Common Area. This provision, however, shall not be deemed to prohibit the use of tools, lawncare or landscaping equipment in the normal course of maintaining a Lot or the improvements situated thereon. No Owner shall permit the overnight parking of any commercial vehicle, boat, boat trailer, truck, van, trailer, camper, mobile home, tractor, bus, farm equipment, recreational vehicle, off-road vehicles, trailer coach, or similar vehicle on any building site or Common Area unless such vehicle is

parked inside an approved garage designed as part of the Living Unit. Street parking of all of the above is prohibited.

(L) Storage Prohibited. Areas beneath decks and elevated terraces are not to be used for storage unless the areas are permanently shielded from public view by DRC approved shields.

(M) Golf Course Property. Owners of Living Units and Lots adjacent to the golf course, as well as their families, tenants, guests, invitees and pets, shall be obligated to refrain from any actions which would distract from the playing qualities of the golf course. Such prohibited activities shall include, but not be limited to, burning materials where the smoke will cross the golf course, maintenance of dogs or other pets under conditions which interfere with golf course play due to their loud barking or other actions, playing of loud radios, televisions, stereos, or musical instruments, running or walking on the golf course, picking up balls, or similar interference with play.

(N) Golf Course. Ownership of a Living Unit or other property within Subdivision No. 1 and membership in the Master Association does not give to any Owner any vested right or easement, prescriptive or otherwise, to enter or use the golf course and does not grant any ownership or membership interest in Fox Meadow Golf and Country Club or the golf course.

(O) Docks. Docks may be installed pursuant to Section 7.20(c) of the Master Declaration; provided, however, no docks are permitted for Lots 33, 44, 45 and 46 as installation of docks on said Lots would disturb existing "wetlands". The prohibition against docks on said Lots is also set forth in the Setback Guidelines attached hereto as Exhibit "A". Portions of other Lots fronting on the lake contain wetlands that may not be disturbed by the installation of docks or other activities.

Section 4 - Design Control Procedures

The following outline has been prepared by Declarant, to assist in the approval process of architectural designs and sitings of each house to be built on a Lot:

(A) Prior to submitting plans to the Montville Township and Medina County for approval, the applicant shall submit to the DRC a letter of application and at least three (3) complete sets of plans prepared by a qualified registered professional, said plans shall be in accordance with the DRC Policies and Guidelines and shall include the following:

- (i) a siting plan showing the home type; set back, building heights; lot elevations; driveway location; and location of services and utilities;
- (ii) floor plans;
- (iii) elevations of front, rear and sides, indicating materials, and colors to be used;
- (iv) grading plan and drainage plans; and
- (v) landscape plan.

(B) The DRC shall review the plans to determine their compliance with the provisions of the "Design Review Board Policies and Guidelines" on file with the Master Association, as such Guidelines and Procedures may be amended by the DRC from time to time, and the DRC may request such additional information as the DRC reasonably requires for its determination.

(C) The DRC shall consider such variations, omissions and exceptions from the provisions of the Policies and Guidelines as may be requested in writing by the applicant and may, by the affirmative vote of a majority of its members, authorize such variations, omissions and exceptions as the DRC, in its discretion, finds to be appropriate due to the size, shape, vegetation, or topography of the Lot; or the existence of other buildings or structures.

(D) At the conclusion of its review, the DRC shall either approve or disapprove such plans and specifications by majority vote of its members and shall promptly notify the applicant in writing of its action.

(E) Approval by the DRC shall be independent of any required governmental approvals and it shall be the sole responsibility of the applicant to obtain all necessary permits as required by law.

(F) If the DRC shall disapprove any plans and specifications submitted hereunder, there shall be a right to appeal such decision to the Master Board. Such appeal must be submitted to the Master Board by the applicant, in writing, within fifteen (15) days after receipt of notice of the decision from the DRC. No later than thirty (30) days after receipt of notice of appeal, the Master Board shall examine the plans and specifications submitted, as well as the grounds upon which the DRC disapproves such plans and specifications. The affirmative vote of two-thirds (2/3rds) of the members of the Master Board shall be required to reverse or modify a decision of the DRC.

(G) Applicants must begin construction within one hundred twenty (120) days after approval by the DRC. Failure to do so will automatically revoke approval without

prior notice from the DRC. Time extensions may be granted by the DRC if written requests are received prior to or within one hundred twenty (120) days after approval by the DRC. The DRC reserves the right to grant or reject requests for extensions in its sole and absolute discretion.

Section 5 - Declarant Reservation

(A) Declarant further reserves for itself, its successors and assigns, the right to permit deviation or grant a variance from, or to change, waive, amend or modify, any and all of the covenants, conditions and restrictions contained in this document, if in its sole judgment, the development or lack of development or topography of the land involved in Declarant's judgment makes such course of action necessary or advisable.

(B) The Declarant further reserves for itself, its successors and assigns, the right at any time and from time to time to amend these Covenants and Restrictions for the purpose of: (1) complying with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (2) including any of such agencies' or entities' right to make, purchase, sell, insure, or guarantee first mortgages; or (3) correcting clerical or typographical errors in these Covenants and Restrictions. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to any such amendment on behalf of the owner of a Lot as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make and record any such amendment. To effect such amendment, Declarant shall file a supplement to these Covenants and Restrictions setting forth the amendment(s) which shall be signed by Declarant and shall be effective upon the filing of said supplement with the Medina County Recorder.

(C) The Declarant reserves the right from time to time, to subject additional Lots to the provisions of this Declaration. To subject any additional Lot, the Declarant shall execute and record an amendment to this Declaration which expressly provides that the land described therein shall become a part of the Lots and shall be subject to the Declaration. An amendment subjecting additional Lots may modify or supplement the covenants, conditions and restrictions of this Declaration for such additional Lots.

Section 6 - Assignability by Declarant

The Declarant, and its successors, shall have the right from time to time to assign all or any part of its rights as the Declarant under this Declaration, provided that a deed or other writing as shall be selected by Declarant, in Declarant's sole discretion, shall expressly state that the rights of the Declarant are being so assigned. Any such assignment may provide that said assignee shall have the rights of the Declarant set forth in this Declaration.

Section 7 - Arbitration

Unless otherwise provided in this Declaration, and except for any claim for injunctive or other equitable relief, any controversy, dispute or claim arising out of or relating to this Declaration or the breach thereof shall be settled by arbitration in Cleveland, Ohio in accordance with the Commercial Rules of the American Arbitration Association and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction hereof.

Section 8 - Duration

The herein enumerated covenants, conditions and restrictions, as hereafter amended or modified, shall be deemed to run with the land and not as conditions hereof and shall remain effective until December 31, 2044, on which date and at ten (10) year intervals thereafter, they shall be automatically extended, unless the owners of two-thirds (2/3) of the Lots in the Subdivision No. 1 by appropriate instrument recorded in the Medina County Recorder's Office have agreed to the amendment or termination thereof

Section 9 - Enforcement

The violation of any restriction, covenant or provision contained in this Declaration shall give the Declarant and/or the Master Association the right, in addition to all other rights herein set forth and those provided by law, (a) to enter upon the Living Unit or portion thereof upon which, or as to which, such violation or breach exists and summarily abate and remove, at the expense of the owner of the Lot where the violation exists, any structure, thing, or condition that may exist thereon, contrary to the intent and meaning of this Declaration, without being deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; and/or (c) to commence and prosecute an action to recover any damages which may have been sustained by the Declarant, the Master Association or the owner of a Lot. In addition to the remedies set forth above, an owner of a Lot violating

this Declaration shall be responsible for costs of suit, legal interest on damages and reasonable attorneys' fees.

Section 10 - Severability: Conflict

The invalidation of any part of the covenants, conditions and restrictions contained in this instrument shall in no way affect the remainder thereof and the same shall continue in full force and effect. Furthermore, in the event of a conflict between the provisions of this Declaration and the provisions of the Master Declaration or the provisions of the Design Review Board Policies and Guidelines, the most restrictive provisions shall govern.

DECLARANT:

In the presence of:
(Witnesses names need to be typed or printed under their signatures)

FOX MEADOW LIMITED PARTNERSHIP, an Ohio limited partnership

BY: FOX MEADOW DEVELOPMENT CO., an Ohio corporation, General Partner

Janice M. Galira
JANICE M. GALIRA

Christine A. Peskar
Christine A Peskar

By: *L. Thomas Zupan*
L. Thomas Zupan its President

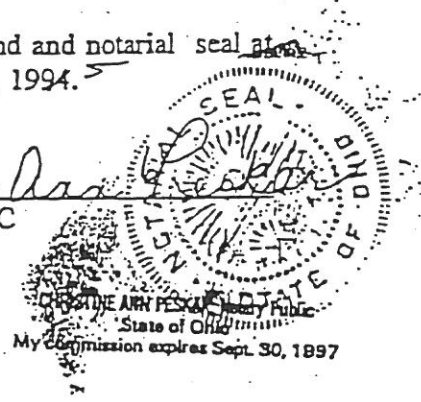
By: *Joseph T. Zupan*
Joseph T. Zupan its Vice President

STATE OF OHIO)
) SS:
COUNTY OF Cuyahoga)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named FOX MEADOW DEVELOPMENT LIMITED PARTNERSHIP, an Ohio limited partnership, by Fox Meadow Development Co., an Ohio corporation, its general partner, by L. Thomas Zup, its President, and by Joseph T. Zup, its Vice President, who acknowledged that they did sign the foregoing instrument, and that such execution was the free act and deed of said limited partnership and corporation and was their free act and deed individually and in their capacity as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at CLEVELAND, Ohio, this 6TH day of JANUARY, 1994.

Christine Ann
NOTARY PUBLIC

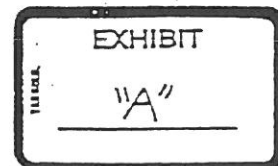


This Instrument Prepared By:

Richard A. Rosner, Attorney at Law
Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A.
The Tower At Erieview
Suite 2600
Cleveland, Ohio 44114
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PHASE I SETBACK GUIDELINES

SUBLOT	MIN. F.Y.	MIN. R.Y.	MIN. S.Y. CONE SIDED	TOTAL MIN. S.Y.	MAXIMUM ENVELOPE	NOTES
01	75'	50'	15'	45'	60' X 80'	^A DRIVEWAY ACCESS OFF FOX TRAIL
02 ^A	60'	32'	15'	45'	55' X 70'	^B DRIVEWAY ACCESS OFF FOXGLOVE
03	60'	50'	15'	45'	60' X 80'	^C DRIVEWAY ACCESS OFF FENNEC POINTE
04	60'	41'	15'	45'	60' X 80'	
05	60'	58'	15'	45'	60' X 80'	^D ORGANIC SEAM LOCATED ON LOT. REFER TO RECORD PLAT SHEETS 3 AND 4.
06	60'	88'	15'	45'	60' X 80'	
07	60'	100'	15'	40'	60' X 79'	^E GAS WELL WHICH HAS BEEN CAPPED AND ABANDONED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF OHIO, LOCATED ON LOT.
08	60'	70'	15'	44'	60' X 80'	
09	60'	48'	15'	45'	60' X 80'	
10	60'	49'	15'	45'	60' X 80'	^F CORNER LOT - SETBACK OFF FOX MEADOW DRIVE IS 60'.
11	60'	58'	15'	45'	60' X 80'	
12 ^E	60'	41'	15'	45'	60' X 80'	^G CORNER LOT - SETBACK OFF FOXGLOVE IS 55'.
13	60'	42'	15'	45'	60' X 80'	^H CORNER LOT - SETBACK OFF FOXTRAIL IS 50'.
14	60'	53'	15'	45'	60' X 80'	
15	60'	63'	15'	40'	60' X 74'	^I CORNER LOT - SETBACK OFF FOX MEADOW DRIVE IS 55'.
16	60'	61'	15'	40'	60' X 77'	
17	60'	58'	15'	45'	60' X 80'	^J DUE TO WETLANDS, A DOCK IS NOT PERMITTED ON THIS LOT.
18	60'	59'	15'	45'	60' X 80'	
19	60'	55'	15'	45'	60' X 80'	
20	60'	55'	15'	45'	60' X 80'	
21	60'	68'	15'	45'	60' X 80'	
22 ^{AE}	50'	37'	15'	75' ^F	60' X 80'	
23	60'	43'	15'	40'	60' X 73'	
24 ^B	75'	63'	15'	75' ^F	60' X 80'	
25	75'	60'	15'	45'	60' X 80'	
26	60'	89'	15'	40'	55' X 65'	
27	60'	100'	15'	45'	60' X 80'	
28	60'	63'	15'	43'	60' X 80'	
29	60'	36'	15'	45'	55' X 75'	



PHASE I SETBACK GUIDELINES

30	70'	78'	15'	45'	55' X 75'
31	50'	36'	15'	45'	55' X 70'
32	75'	63'	15'	45'	60' X 80'
33 ^J	75'	94'	15'	45'	60' X 80'
34	75'	111'	15'	45'	60' X 80'
35	75'	164'	15'	45'	60' X 80'
36 ^B	55'	30'	15'	70' ^G	66' X 90'
37	75'	48'	15'	45'	60' X 80'
38	75'	77'	15'	45'	60' X 80'
39	75'	42'	15'	45'	60' X 80'
40 ^D	60'	48'	15'	45'	60' X 80'
41 ^D	60'	51'	15'	45'	60' X 80'
42 ^D	60'	63'	15'	45'	60' X 80'
43 ^D	75'	61'	15'	45'	60' X 80'
44 ^{D,J}	75'	73'	15'	40'	60' X 71'
45 ^{D,J}	75'	52'	15'	40'	60' X 75'
46 ^{D,J}	75'	52'	15'	45'	60' X 80'
47 ^D	60'	58'	15'	45'	60' X 80'
48 ^D	60'	52'	15'	45'	60' X 80'
49 ^D	60'	49'	15'	45'	60' X 80'
50 ^D	60'	53'	15'	45'	60' X 80'
51 ^D	75'	70'	15'	45'	60' X 80'
52	75'	75'	15'	45'	60' X 80'
53 ^E	75'	63'	15'	45'	60' X 80'
54	75'	56'	15'	45'	60' X 80'
55	75'	46'	15'	40'	60' X 78'
56	60'	30'	15'	45'	55' X 75'
57	75'	58'	15'	45'	60' X 80'
58	75'	90'	15'	40'	60' X 64'

NOTES

^A DRIVEWAY ACCESS OFF FOX TRAIL

^B DRIVEWAY ACCESS OFF FOXGLOVE.

^C DRIVEWAY ACCESS OFF FENNEC POINTE.

^D ORGANIC SEAM LOCATED ON LOT. REFER TO RECORD PLAT SHEETS 3 AND 4.

^E GAS WELL WHICH HAS BEEN CAPPED AND ABANDONED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF OHIO, LOCATED ON LOT.

^F CORNER LOT - SETBACK OFF FOX MEADOW DRIVE IS 60'.

^G CORNER LOT - SETBACK OFF FOXGLOVE IS 55'.

^H CORNER LOT - SETBACK OFF FOXTRAIL IS 50'.

^I CORNER LOT - SETBACK OFF FOX MEADOW DRIVE IS 55'.

^J DUE TO WETLANDS, A DOCK IS NOT PERMITTED ON THIS LOT.

PHASE I SETBACK GUIDELINES

SUBLOT	MIN. F.T.	MIN. R.T.	MIN. S.Y. (ONE SIDED)	TOTAL MIN. S.Y.	MAXIMUM ENVELOPE	NOTES
59	75'	70'	15'	40'	55' X 65'	^A DRIVEWAY ACCESS OFF FOX TRAIL
60 ^C	60'	80'	15'	75' ^F	55' X 70'	^B DRIVEWAY ACCESS OFF FOXGLOVE
61	60'	50'	15'	45'	60' X 80'	^C DRIVEWAY ACCESS OFF FENNEC POINTE
62	60'	30'	15'	45'	60' X 80'	
63	60'	30'	15'	45'	60' X 80'	^D ORGANIC SEAM LOCATED ON LOT. REFER TO RECORD PLAT SHEETS 3 AND 4.
64	60'	50'	15'	45'	60' X 80'	
65 ^C	60'	76'	15'	75' ^F	60' X 80'	^E GAS WELL WHICH HAS BEEN CAPPED AND ABANDONED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF OHIO, LOCATED ON LOT.
66	75'	43'	15'	45'	60' X 80'	
67	75'	52'	15'	45'	60' X 80'	
68	75'	52'	15'	45'	60' X 80'	^F CORNER LOT - SETBACK OFF FOX MEADOW DRIVE IS 60'.
69	60'	59'	15'	45'	60' X 80'	
70	60'	58'	15'	40'	60' X 79'	^G CORNER LOT - SETBACK OFF FOXGLOVE IS 55'.
71 ^A	60'	55'	15'	65' ^H	60' X 80'	^H CORNER LOT - SETBACK OFF FOXTRAIL IS 50'.
72	50'	33'	15'	45'	55' X 70'	
73	60'	70'	15'	40'	60' X 72'	^I CORNER LOT - SETBACK OFF FOX MEADOW DRIVE IS 55'.
74	60'	60'	15'	45'	60' X 80'	
75	60'	59'	15'	45'	60' X 80'	^J DUE TO WETLANDS, A DOCK IS NOT PERMITTED ON THIS LOT.
76	60'	60'	15'	45'	60' X 80'	
77	60'	64'	15'	40'	60' X 80'	
78	75'	66'	15'	43'	50' X 70'	
79	75'	77'	15'	40'	50' X 61'	
80	75'	52'	15'	40'	50' X 66'	
81	60'	65'	15'	45'	50' X 70'	
82	60'	58'	15'	45'	60' X 80'	
83	60'	50'	15'	45'	60' X 80'	
84	60'	54'	15'	45'	60' X 80'	
85	60'	57'	15'	45'	60' X 80'	
86	60'	58'	15'	45'	60' X 80'	
87 ^A	55'	30'	15'	70' ^I	55' X 75'	